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LABOR AGREEMENTS BETWEEN THE BROTHERHOOD OF RAILROAD
TRAINMEN AND THE GREAT NORTHERN RAILWAY:
DEVELOPMENT AND ECONOMIC SIGNIFICANCE

by

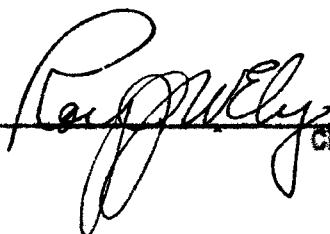
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Presented in partial fulfillment of the
requirement for the degree of Mas-
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Montana State University

1949

Approved:



Chairman of Board
of Examiners



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CHAPTER I

INTRODUCTION

The original purpose of this study was to determine the nature and content of all agreements made between the Brotherhood of Railroad Trainmen and the Great Northern Railway Company, to analyze each agreement to show the meaning and significance of its main provisions, and to trace the origin and development of the various clauses which go to make up each agreement. As the study proceeded, it soon became evident that its purpose would have to be narrowed down considerably because of certain limitations of time, space, and availability of material.

In most cases, for example, there is little or no information available on the history of the Brotherhood of Railroad Trainmen. Generally, any reference to, or discussion of, railway unions concerns their activities as a group rather than as individual organizations. Mr. A. F. Whitney of the Brotherhood of Railroad Trainmen very generously supplied a copy of Brotherhood of Railroad Trainmen by Walter F. McCaleb which contains much information on the history of the brotherhood. Unfortunately for the purposes of this study, however, it is primarily concerned with the activities of A. F. Whitney, the president of the Brotherhood of Railroad Trainmen, rather than with the history of the organization.

Another difficulty encountered was that of getting access

to early agreements made between the Great Northern and the trainmen. These agreements were not available through either Mr. A. F. Whitney of the Grand Lodge of the Brotherhood of Railroad Trainmen in Cleveland, Ohio, or Mr. H. E. Nevala, General Chairman of the Grievance Committee of the organization on the Great Northern Railway with offices in St. Paul, Minnesota. Extra copies of the agreements were not retained by these offices and, quite understandably, those in charge did not want to loan the only copy of each agreement which they had. However, Mr. J. A. Michels of Breckenridge, Minnesota, and Mr. Fred W. Teela of Havre, Montana, had personal copies of agreements which they loaned long enough for typewritten copies to be made. These were the agreements of 1906, 1907, 1912, 1924, 1929, and 1941. While supplementary agreements were made between major agreements, these supplements were primarily concerned with wage rate changes and no attempt has been made to include them in the analysis of major agreements.

Finally, the obstacle of time and space limitations made it impracticable to attempt a survey of the negotiations involved in the creation of each agreement. As all rules contained in these agreements have their origin with the trainmen who are working on the road, an investigation of the origin of each clause of the various agreements would be interesting but almost impossible without a considerable expansion of resources.

As a result of all the limitations involved, the purpose of this paper has been altered so that it consists primarily of a summary of the major provisions of each agreement with some explanatory comment on their meaning and their possible origin.

The discussion is broken down into three major divisions. The first portion consists of two chapters describing the origin and development of the two bargaining parties; namely, the Brotherhood of Railroad Trainmen and the Great Northern Railway. The chapter dealing with the Brotherhood of Railroad Trainmen traces its development as a national organization rather than being devoted exclusively to its development on the Great Northern alone. Two factors account for this treatment: (1) A paucity of material concerning the development of the brotherhood on the Great Northern; and (2) the fact that most bargaining is done on a national scale by the national organization with all railroads collectively rather than individually.

The second, and largest, portion of the paper consists of an analysis of the provisions of each major agreement from 1906 through 1941. Because these agreements are long, complex, and written in railroad language for use by the average brakeman, the discussion of their contents is broken down into four chapters. The first of these chapters takes up the subject of wages and hours; the second, additional allowances; the

4

third, seniority; and the last, miscellaneous rules.

The third, and final, section of the paper consists of one chapter which summarizes the progress made by the Brotherhood of Railroad Trainmen from 1906 to 1941, indicates the changing relationship between the brotherhood and the Great Northern, and attempts to draw some conclusions in regard to the development of this relationship.

CHAPTER II

THE RISE AND GROWTH OF THE BROTHERHOOD OF
RAILROAD TRAINMEN

The Trainmen's Union. First efforts at organizing railroad trainmen in the United States occurred in Allegheny City, Pennsylvania, on June 2, 1877, when a brakeman named Robert H. Ammon formed the first lodge of the Trainmen's Union. He thereafter acted as general organizer and the union was extended to the lines of the Baltimore & Ohio Railroad, the Pennsylvania Railroad, the Erie Railroad, and the Atlantic & Great Western Railroad. Unionization was prompted by the fact that the railroads had reduced wages ten per cent and were contemplating another similar reduction. The Pennsylvania Railroad was using "double-headers" to reduce the number of brakemen and conductors needed.¹ The objective of the Trainmen's Union, therefore, was to unify engineers, conductors, brakemen and firemen on these railroads, which would enable them to strike simultaneously.²

This organized strike movement collapsed, but unorganized strikes and riots sprang up in West Virginia, Maryland and Pennsylvania and succeeded in stopping all freight movement in spite of intervention by state and federal troops.

-
1. "Double-header" means using two locomotives on a single train so that more tonnage may be hauled with the same number of crew members.
 2. Commons, John R., History of Labor in the United States, pp. 186 ff. Information in the first half of this chapter is taken largely from McCaleb, Walter F., Brotherhood of Railroad Trainmen.

The Trainmen's Union, which was not in any way related to the present Brotherhood of Railroad Trainmen, passed out of existence in 1877. The strikes and riots of that year involved many of its members and resulted in nothing more than the revival of anti-strike sentiment.³

Origin of the Brotherhood of Railroad Trainmen. The present Brotherhood of Railroad Trainmen came into existence in the summer of 1883, when eight brakemen employed on the Albany & Susquehanna Railroad met in a caboose at Onsetta, New York and organized what was then called the Brotherhood of Railroad Brakemen.⁴ The name of the organization was changed to Brotherhood of Railroad Trainmen in 1890. The first unit of this organization actually came into being at Albany, New York, and had as its purpose the payment of benefits to members during sickness or disability. The Onsetta group organized with the idea of being affiliated with the Albany group but through some misunderstanding the affiliation failed to take place. After failing to unite with the Albany group, it was thought by the Onsetta organizers that they would build a local organization only but the union grew so rapidly that it was soon known throughout the nation.⁵

By late summer in 1883 so much interest had been shown in the Brotherhood of Railroad Brakemen that it was decided

3. Middleton, P. Harvey, Railways and Organized Labor, p. 20.

4. Ibid, p. 23.

5. McCaleb, op. cit., p. 49.

to create a national body and a meeting for this purpose was arranged for September 23, 1883, in Oneonta, New York. Conductors, trainmen and yardmen of several roads attended this meeting and the Grand Lodge of the Brotherhood of Railroad Brakemen was formed. The Oneonta Lodge became Lodge No. 1 and by the spring of 1884 lodges were being granted charters in many parts of the country. Lodge No. 2 was organized at Phillipsburg, New Jersey and the Albany group became Lodge No. 3.⁶ By the time the first convention took place in Oneonta in October 1884, there were thirty-seven lodges with a membership of 2,000.⁷ Twenty-nine delegates representing a membership of 901 attended this first convention.⁸

Initial purposes and early changes. In the early stages of development, the Brotherhood of Railroad Brakemen was more concerned with the fraternal and mutual insurance aspects of its membership than in the larger issue of adjustment of differences between railroad managements and the men as a whole. However, at the fourth annual convention in Binghamton, New York in 1887 a step in this direction was taken when a rule empowering the Grand Master to settle disputes in relation to strikes and grievances not otherwise covered by law was adopted.⁹ Many of the members were not satisfied

6. Ibid, p. 51.

7. Middleton, op. cit., p. 24.

8. McCaleb, op. cit., p. 224.

9. Ibid, p. 54.

with placing so much power in the hands of the Grand Master because there were too many grievances arising here and there throughout the railroad system for him to attempt to satisfy all parties concerned. The question of wages, the length of the work-day and the problem of seniority rights were left without any uniformity or regulation. As a result, the fifth annual convention in Columbus, Ohio enacted a specific law in 1888 governing the work of grievance committees, and these rules have been observed since that time with only slight modification. Progress at that time was slow because of the attitude of the railroad managements. "Membership in the Brotherhood of Railroad Brakemen was still, on many railroads, an invitation to swift discharge."¹⁰ Emphasis on the insurance aspect of the organization was of practical significance to the maintenance of the union because, after a member had carried insurance for several years, his financial interests were bound up with the interests of the organization, and his loyalty to the union increased. By 1900, for instance, \$1,419,828 had been paid out in claims and 40,500 out of 43,500 members were taking advantage of the insurance offered by the brotherhood.¹²

Growth in membership. Membership in the Brotherhood of

10. Ibid., p. 54.

11. Hollander, Jacob H. & Barnett, George E., Studies in American Trade Unionism, p. 342.

12. Lindsay, S. M., "Railway Employees in U. S.", Bulletin of the Department of Labor, No. 37 (Nov. 1901), 1074.

Railroad Trainmen grew rapidly during the first ten years of its existence. By 1893, it had a membership of 28,540 out of a grand total of 72,959 trainmen who were employed during that year.¹³ However, the panic of 1893 played havoc with the ranks of the brotherhood. Members dropped out and the financial condition of the organization became critical. By 1895, the brotherhood was in debt \$200,000; membership had declined to 19,083. Not until 1898, when 31,185 of the 66,968 trainmen were members of the union, did it regain what it had lost between 1893 and 1895.¹⁴

During the early history of the Brotherhood of Railroad Trainmen it was somewhat larger than the Brotherhood of Locomotive Firemen & Enginemen and the Order of Railway Conductors but somewhat smaller than the Brotherhood of Locomotive Engineers. It had a much smaller percentage of its craft as members than the other three Brotherhoods.¹⁵ Incidentally, because these four unions were the largest of the railroad labor organizations, they became known as the "Big Four Brotherhoods." Growth of the Brotherhood of Railroad Trainmen from its founding to the present is shown in Table I on the following page.

Cooperation among the railroad unions. Unions of the Big Four Brotherhoods and other railroad unions have time

13. Ibid, p. 1099.

14. Ibid, p. 1099, and McCaleb, op. cit., p. 55.

15. Lindsay, loc. cit., p. 1099.

Table I: Total Membership of Brotherhood of Railroad Trainmen*

| Year | Membership | Year | Membership |
|------|------------|------|--------------|
| 1884 | 901 | 1917 | 159,095 |
| 1885 | 4,466 | 1918 | 181,446 |
| 1886 | 7,993 | 1919 | 196,923 |
| 1887 | 8,622 | 1920 | 184,561 |
| 1888 | 11,413 | 1921 | 177,220 |
| 1889 | 13,562 | 1922 | 169,776 |
| 1890 | 14,057 | 1923 | 178,938 |
| 1891 | 20,409 | 1924 | 177,761 |
| 1892 | 24,431 | 1925 | 179,240 |
| 1893 | 28,540 | 1926 | 182,316 |
| 1894 | 22,359 | 1927 | 184,355 |
| 1895 | 20,331 | 1928 | 183,906 |
| 1896 | 22,326 | 1929 | 187,892 |
| 1897 | 25,366 | 1930 | 179,680 |
| 1898 | 31,185 | 1931 | 160,466 |
| 1899 | 37,220 | 1932 | 123,243 |
| 1900 | 43,196 | 1933 | 111,350 |
| 1901 | 46,788 | 1934 | 116,274 |
| 1902 | 54,963 | 1935 | 123,109 |
| 1903 | 68,159 | 1936 | 136,030 |
| 1904 | 74,539 | 1937 | 146,069 |
| 1905 | 78,534 | 1938 | 133,933 |
| 1906 | 86,795 | 1939 | 140,662 |
| 1907 | 100,083 | 1940 | 147,658 |
| 1908 | 100,684 | 1941 | 169,717 |
| 1909 | 102,718 | 1942 | 186,268 |
| 1910 | 113,871 | 1943 | 199,031 |
| 1911 | 119,107 | 1944 | 209,345 |
| 1912 | 124,048 | 1945 | 211,545 |
| 1913 | 133,834 | 1946 | 216,854 |
| 1914 | 133,220 | 1947 | 216,325 |
| 1915 | 130,449 | 1948 | 215,300 Est. |
| 1916 | 143,222 | | |

*Lindsay, *loc. cit.*, p. 1074; McCalab, *op. cit.*, pp. 224 f., and a letter from Mr. W. P. Kennedy, Brotherhood of Railroad Trainmen, Cleveland 13, Ohio, dated January 19, 1949.

after time made attempts to work together in dealing with management. In 1889, conductors, trainmen, firemen, switchmen, and telegraphers federated into the United Order of Railway Employees which lasted three years. At that time the system federation procedure under which workers dealt with an entire road was officially adopted by the four Big Brotherhoods and the switchmen and telegraphers. This federation lasted only four years, because "the far more swiftly growing concerted movement of the carriers required a more wholesale scheme of bargaining."¹⁶

The Federation of American Railway Employees. Because of the need for more united action, the Federation of American Railway Employees was formed at Peoria, Illinois in 1897 by representatives of the Big Four Brotherhoods for the purpose of joining forces on grievances and wage disputes. However, the Brotherhood of Locomotive Engineers did not join the federation. Lindsay sums up its short history as follows:

"While this national federation worked well for a time, it did not satisfy the more radical members and leaders of some of the brotherhoods, and it did not survive the first serious strain put upon it. When, in 1899, the grievances of the railroad trainmen against the Pittsburg yard roads were not approved by the executive committee of the federation and the trainmen were not allowed to institute a strike, they withdrew from the federation, and were soon followed

16. Stolberg, Benjamin, "Railroad Labor Amalgamation", New Republic, Vol. 33 (Feb. 21, 1923), 339.

by the Order of Railway Conductors and the Order of Railroad Telegraphers, which resulted in the dissolution of the federation on January 18, 1900.¹⁷

The enlargement of the bargaining area. The railroads, the workers and the government had, for bargaining purposes, divided the country into the Western, the Eastern, and the Southern Divisions by 1902.¹⁸ In that year the conductors and trainmen formed a General Committee which drew up a rate schedule¹⁹ for simultaneous presentation to all the western roads.²⁰ By 1913 district agreements became the chief method of bargaining and in 1919 the conductors and trainmen again combined their efforts in bargaining. At that time there was no thought of consolidation because of the opposition of President Lee of the trainmen, who favored maintaining their independence.²¹ Another attempt to cooperate was made in 1929 when the Railway Labor Executives' Association was formed to coordinate the efforts of twenty-one of the standard labor organizations

17. Lindsay, *loc. cit.*, p. 1106.

18. This was part of an evolutionary process. Originally, bargaining was a local matter between the division superintendent on a railroad and the men concerned. Later, system bargaining was used. Today, there is a strong feeling among the unions for nation-wide bargaining.

19. Labor agreements between management and labor in the railroad industry are often referred to as rate schedules (or schedules) because they are concerned primarily with wage rates.

20. Stolbert, *loc. cit.*, p. 339.

21. *Ibid.*, p. 340.

in matters of mutual concern. However, the Brotherhood of Railroad Trainmen withdrew from the Association in June 1937 and has remained independent to this day.²²

Federal legislation affecting railway unions. The first federal legislation affecting railroad brotherhoods was the Arbitration Act of 1888 which provided for investigation and voluntary arbitration.²³ The arbitration provision was never used and the investigation power was used only once--in the Pullman strike of 1894.²⁴

The Erdman Act of 1898. The Arbitration Act of 1888 was replaced by the Erdman Act of 1898 which inaugurated for the first time the policy of government mediation and conciliation of labor disputes on railroads. It covered only employees directly engaged in the movement of trains and its passage was supported by the railroad brotherhoods. Under its provisions, if the union agreed to arbitrate, the decision was binding only on members. No provision was made for investigation under this law.²⁵

The Newlands Act of 1913. The Newlands Act, which was drafted with the aid of the railroads and the brotherhoods, was passed in 1913. This act provided a permanent board of mediation and conciliation and opened the way for voluntary arbitration for those in train service.²⁶ During the life of the Erdman and Newlands Acts a new technique

22. Monroe, J. Elmer, Railroad Men and Wages, p. 3.

23. 50th U. S. Congress, Sess. I, Vol. 25, Chap. 1063 (1888).

24. Middleton, op. cit., pp. 42 ff.

25. 55th U. S. Congress, Sess. II, Vol. 30, Chap. 370 (1898).

26. 63rd U. S. Congress, Sess. I, Vol. 38, Part 1, Chap. 6, Public, No. 6 (1913).

of bargaining was developed by the railroad brotherhoods. This change was expressed by bargaining on the part of one or more of the brotherhoods with all the railroads in a given territory or throughout the country at the same time. This increased their bargaining power and provided uniform wages, hours, and working conditions over a wide territory. This innovation also enabled the railroads to attain greater stability in their relations with the operating brotherhoods. Up to 1916, engineers and firemen or conductors and trainmen worked together.²⁷

The Adamson Act of 1916. The four big railway brotherhoods combined their forces in 1916 in a demand for the eight-hour day. Their efforts resulted in the passage of the Adamson Act of that year. While the Hours of Service Act of March 4, 1907 made it unlawful for any railway to require or permit employees engaged in train operation to remain on duty longer than sixteen hours and provided that no telegraph or telephone operator connected with the movement of trains be required or permitted to remain on duty longer than nine hours,²⁸ the eight-hour law of 1916 contained no such prohibition. It provided for an eight-hour day and overtime rates of pay.²⁹

It was soon found necessary to have some agency to settle disputes arising out of the application of the

27. Middleton, op. cit., p. 50.

28. 59th U. S. Congress, Sess. II, Vol. 34, Part 1, Chap. 2939, Public, No. 274 (1907).

29. 64th U. S. Congress, Sess. I, Vol. 39, Part 1, Chap. 436, Public, No. 252 (1916).

eight-hour law. The Commission of Eight was created in 1917 for this purpose by agreement between the National Conference of the Railways and the railroad brotherhoods.³⁰

The Transportation Act of 1920. With the passage of the Transportation Act of 1920, a Railroad Labor Board of nine members was created. This board was to hear and decide disputes as to wages and handle disputes that were not settled by conference between carriers and employees. Three members represented the public, three represented labor and three represented management.³¹ Following the passage of this act, a special meeting of the Board of Directors of the Brotherhood of Railroad Trainmen was held in Cleveland to give consideration to the status of its membership under the new law. This board decided that the interests of railway employees could be served best by the creation of boards of adjustment rather than by the submission of disputes to the Railroad Labor Board. The jurisdiction of the board was greatly limited as it was restricted to disputes involving changes in rates of pay. Furthermore, decisions amounted to nothing more than recommendations, for they were not enforceable. The board was further circumscribed by the fact that it was not authorized to mediate or adjust grievances.³²

30. The Commission of Eight was composed of equal representation of the railroads and the men. It was able--always by unanimous vote--to adjust practically all the differences which arose. Its jurisdiction was confined to the men who operated the trains. Bing, Alexander M., War-Time Strikes and Their Adjustment, p. 85.

31. 66th U. S. Congress, Sess. II, Vol. 41, Part 1, Chap. 91, Public, No. 152 (1920).

32. Prentice-Hall Labor Course, pp. 3017 f.

The Act of 1920 also provided that the railroads and unions could establish boards of adjustment to settle their disputes if they did not want to use the services of the Railroad Labor Board. Neither the boards of adjustment created by labor and management nor the Railroad Labor Board were successful as they did not have power to enforce decisions but had to rely on voluntary agreement. Both management and labor were dissatisfied with the labor provisions of the act itself.³³

The Railway Labor Act of 1926. Because the Railroad Labor Board failed to function effectively, the carriers and the unions agreed to draft a new measure. This they did and their combined efforts resulted in the passage of the Railway Labor Act of 1926. Unlike the law it replaced, this act established a board of mediation of five members to settle labor disputes.³⁴ Amendments to the 1926 act later (in 1934) reduced the board to three members, gave it broader powers, and established the National Railroad Adjustment Board, consisting of thirty-six members, eighteen representing carriers and eighteen the national railway labor organizations. To facilitate the work of the board, it was divided into four divisions, three having ten members each and one only six; each division had jurisdiction over a different class of railroad employees. The purpose of

33. Prentice-Hall Labor Course, p. 3017.

34. 69th U. S. Congress, Sess. I, Vol. 44, Part 2, Chap. 347, Public, No. 257 (1926).

the National Railroad Adjustment Board is to settle disputes growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions which cannot be settled between the carrier and the union. If a division is unable to agree on a decision, it must select a referee, or one is appointed by the National Mediation Board, to sit with the division and aid in rendering a decision. The decisions of the National Railroad Adjustment Board are final and binding.³⁵

At the time the National Railroad Adjustment Board was created, there were about 300 regional and system boards of adjustment set up by voluntary agreement between the railways and the employees' organizations. Their purposes were to interpret and to apply agreements. These boards did not, however, make any provision for the use of a referee in the event of a deadlock. In commenting upon the weaknesses in the boards that the amended Railway Labor Act was to correct, the National Mediation Board stated that:

- "1. Some carriers did not join with representatives of employees in agreements to create such boards, leaving some agreements without tribunals for interpreting and applying them.
2. There were no means of enforcing decisions of the board if either party refused to obey them.
3. A large number of cases were deadlocked and there was no way of getting the cases decided when representatives of the two parties, equal in number, disagreed."³⁶

35. 73rd U. S. Congress, Sess. II, Vol. 48, Part 1, Chap. 691, Public, No. 442 (1934).

36. First Annual Report of the National Mediation Board, p. 38.

The purpose of the amended Railway Labor Act is to overcome the difficulties quoted above by giving the National Railroad adjustment Board jurisdiction over all disputes involving interpretation or application of agreements, except where, by mutual agreement, a system or regional board may be functioning under the law; by providing that decisions of any division of the National Railroad Adjustment Board may be enforced by civil suits in federal district courts; and by providing that if any division deadlocks and is unable to decide a case, a referee shall be appointed to sit as a member of the division and render a decision. Such a referee is to be agreed upon by the other members but if they cannot select one, he is appointed by the National Mediation Board.

It was not expected that the National Railroad Adjustment Board could satisfactorily settle all disputes but it has adequately served as a final court of appeal for differences of opinion in connection with interpretation and application of agreements between railroad labor and management.³⁷

Conclusion. When the Brotherhood of Railroad Trainmen was originated it was primarily interested in mutual aid of its members and strong emphasis was placed on the fraternal and insurance aspects of the organization. The union had no standing either with management, the public or the government. Even before it began to give attention to the relationship between its members and their employers,

37. First Annual Report of the National Mediation Board, p. 38.

allegiance to the Brotherhood was frowned upon by management. When a more militant membership forced consideration of labor-management problems, the union was in a rather poor bargaining position because of small membership, poor financial condition and a lack of recognition by either management or the government.

Even by 1890, less than one-fourth of the trainmen in the United States were members of the Brotherhood of Railroad Trainmen. Beginning with that decade, however, membership increased rapidly and by 1900 nearly sixty per cent of the trainmen then employed had joined.³⁸ At the present time, over ninety per cent of the trainmen are represented by the Brotherhood of Railroad Trainmen.

This gain in membership has been paralleled by an improvement in financial position, a changing legal atmosphere and a practically complete reversal in the attitude of management. The development has been evolutionary rather than revolutionary, however, and has taken place over a period of sixty-five years.

38. Lindsay, loc. cit., p. 1099.

CHAPTER III

THE RISE AND GROWTH OF THE GREAT NORTHERN
RAILWAY

Present system. The Great Northern Railway consists of a vast network of lines 8,333 miles in length serving north-western United States from the Great Lakes to the Pacific Ocean. The railway operates in Wisconsin, Minnesota, North Dakota, Montana, South Dakota, Iowa, Idaho, Washington, Oregon and California, and in the Canadian Provinces of Manitoba and British Columbia.

The principal main lines extend from Lake Superior and the Twin Cities of Minnesota to Puget Sound on the Pacific Coast. Other main lines serve the Mesabi Iron Range in Minnesota and the forests of south-central Oregon and northern California. The line serving southern Oregon and northern California is connected with the balance of Great Northern's system by trackage rights over lines of other companies, to form a north and south route on the Pacific Coast and between the Northwest and California.¹

Origin. The origin of the Great Northern Railway is found in a charter which was granted to the Minnesota and Pacific Railroad Company in 1857 by the Minnesota legislature. The charter provided for construction of a line from Stillwater, Minnesota to St. Paul, St. Anthony (now Minneapolis) and Breckenridge, and another line by way of St. Cloud to St.

1. A Condensed History of the Great Northern Railway, p. 1.

Vincent on the Canadian border.² As a means of aiding the Minnesota and Pacific Railroad, land grants were made by the state of Minnesota with the stipulation that certain construction be completed within a definite time limit. However, because of the road's failure to complete the required construction, the state of Minnesota in 1860 forced the forfeiture of all land granted under the charter of 1857.³

The St. Paul and Pacific Railroad. The St. Paul and Pacific Railroad Company was organized by the same interests that owned the Minnesota and Pacific and in 1861 it received land grants from the Minnesota legislature to complete the construction started by the Minnesota and Pacific. Finally, on March 10, 1862, the legislature granted to the St. Paul and Pacific all the lands, rights, franchises, and privileges which had been held by the Minnesota and Pacific.⁴

Further land grants were made and more construction was authorized by the legislature but by 1873 only the lines from St. Paul to Sauk Rapids and from Minneapolis to Breckenridge were finished. During the panic of that year, the St. Paul and Pacific was forced into receivership. It was operated by a receiver until 1878.⁵

Most of the bondholders of the St. Paul and Pacific

2. Ibid., p. 2.

3. Pyle, Joseph G., The Life of James J. Hill, I, p. 152.
Material for this chapter was taken largely from Pyle.

4. Ibid., p. 154.

5. Ibid., p. 171.

were Dutch business interests. They did not want to take over operation of the railroad but were interested in saving their investment. On March 13, 1875, their interests were sold to a syndicate made up of James J. Hill, Norman W. Kittson, Donald A. Smith, and George Stephen. Hill and Kittson were partners in the Red River Transportation Company, Smith was interested in the Canadian Pacific Railway, and George Stephen was president of the Bank of Montreal. This syndicate acquired property valued at about \$20,000,000 for approximately \$5,000,000.⁶

The St. Paul, Minneapolis and Manitoba Railway. The Hill syndicate organized the St. Paul, Minneapolis and Manitoba Railway Company in 1879 with an authorization for \$20,000,000 in common stock. This company acquired all the interests of the St. Paul and Pacific, which at that time had 565 miles of track. During this early period, much of the traffic consisted of hauling supplies for the Canadian Pacific and bringing wheat from the Red River Valley.⁷

The St. Paul, Minneapolis and Manitoba (known as the Manitoba) purchased part interest in the St. Paul and Duluth and the Minneapolis and St. Cloud in 1881. Growth of the system's mileage of track during these early years is shown by Table II on the next page.

6. Ibid., p. 221.

7. Ibid., pp. 288ff.

Table II: Growth of the St. Paul, Minneapolis & Manitoba*

| Year | Miles of Track |
|------|----------------|
| 1878 | 407 |
| 1879 | 565 |
| 1880 | 656 |
| 1881 | 702 |
| 1882 | 926 |
| 1883 | 1,203 |
| 1884 | 1,378 |

*Pyle, Joseph G., The Life of James J. Hill, I, p. 353.

Congress granted right-of-way through Indian and military reservations in northwestern Dakota and northern Montana in 1887. The grants were not generous and payment was required, as shown by the following statement by Pyle:

"The right of way granted was seventy-five feet on each side of the railway track, and included the right to take materials for the construction of the road from adjacent lands, and also additional lands for station purposes, 3,000 feet long and 300 wide, but not to exceed a grant for one station for each continuous length of ten miles of road. It provided for appraising the lands taken and making payment for the same to the Department of the Interior for the benefit of the Indians."⁸

Construction and finance. Much of the new construction was financed and built by independently organized companies which issued their own stocks and bonds for financing. Upon completion of the construction, the Manitoba would buy the stock and guarantee the outstanding bonds. An example of

8. Ibid, p. 384.

this procedure is the Montana Central Railroad, which was created by Hill to finance and construct the line from Pacific Junction, Montana to Butte, Montana. The entire system as it exists today was created by purchase, construction, and agreements for joint use of track and facilities with other roads.

The Great Northern Railway. Part interest in the Minneapolis & St. Cloud had been purchased by the Manitoba in 1881 and its name was changed to the Great Northern Railway Company in 1889. This company then acquired control of the Manitoba's property by the following arrangements:

"The property of the Manitoba Company was leased for 999 years on an agreement to pay interest on all bonds outstanding and such as might be issued, six per cent dividends on the old \$20,000,000 capital stock, and taxes and assessments."⁹

The Great Northern became the controlling power on January 31, 1890. All property leased from the Manitoba was purchased in 1907.

Purchase of the Burlington. Because of its strategic location in relation to both roads, the Chicago, Burlington & Quincy Railroad was purchased by the Great Northern and Northern Pacific in 1901. The Union Pacific interests wanted to join the Great Northern and the Northern Pacific on this deal but were refused. Perhaps the fact that the Union Pacific had previously acquired some stock in the Burlington hastened the decision of the Great Northern to

9. Ibid., p. 461.

buy. The over-all purpose of the purchase is shown by the following statement by Ripley:

"The Great Northern and Northern Pacific companies each purchased an equal number of shares of the Burlington stock as the best means and for the sole purpose of reaching the best markets for the products of the territory along the lines, and of securing connections which would furnish the largest amount of traffic for their respective roads, increase the trade and interchange of commodities between the regions traversed by the Burlington lines and their connections and the regions traversed or reached by the Great Northern and Northern Pacific lines, and by their connecting lines of shipping on the Pacific Ocean, and as the best if not the only means of furnishing an indispensable supply of fuel for their own use and for the inhabitants of the country traversed by their lines."¹⁰

Attempts to control the Northern Pacific. The first effort of the Great Northern to acquire an interest in the Northern Pacific was made in 1895, when it made arrangements to acquire one-half the capital stock of the Northern Pacific. This deal was not carried out, however, because Minnesota law prohibited such an arrangement between parallel and competing lines. When the Northern Pacific was reorganized in 1896, Hill and his friends bought a large block of its stock. By 1901 Union Pacific interests owned a majority of the total stock of the Northern Pacific but Hill and his group owned a majority of the common stock. Hill was vitally interested in preventing control of the Northern Pacific

10. Ripley, William Z., Railway Problems, p. 523.

from falling into the hands of other interests because of the connection between the Great Northern, the Burlington, and the Northern Pacific.

The Northern Securities Company. The Northern Securities Company was formed in 1901 to prevent the Union Pacific from gaining exclusive control over the Northern Pacific. Its assets consisted of shares of the Great Northern and the Northern Pacific which were contributed by those two railroads and Northern Pacific stock contributed by the Union Pacific. The Interstate Commerce Commission filed suit for violation of the Sherman Act of 1890 and the Supreme Court ordered the company dissolved in 1904.¹¹ When the company was dissolved, Northern Securities shareholders received shares of Great Northern and Northern Pacific stock rather than a return of the stock which they had originally contributed. In this way the Union Pacific was prevented from obtaining control of the Northern Pacific.

Other acquisitions. Mining property and railway lines in the Mesabi Range as well as the Allouez Bay Dock Company were acquired by the Great Northern through the Lake Superior Company which was organized in 1899. In the West, the Portland & Seattle Railway Company was organized by the Great Northern and the Northern Pacific to build the Spokane, Portland & Seattle line. The Great Northern purchased the Astoria & Columbia River Railroad in 1907 and the Great

11. Northern Securities Co. v. United States 193 U. S. 197 (1904).

Northern Pacific Steamship Company was formed in 1911, to operate two ships to and from San Francisco.

Traffic and earnings characteristics. Economic activities in the area served by the Great Northern are predominantly mining, agriculture and lumbering. As a result, traffic and earnings of the road fluctuate widely from year to year because of the dominance of the highly cyclical iron ore traffic and constantly changing agricultural conditions. Iron ore traffic is characterized by violent fluctuations in volume according to the demand from iron and steel manufacturers. In regard to the future of this traffic, Moody's Manual of Investments for 1948 says:

"Although the amount of high grade iron ore in Great Northern's territory is progressively approaching exhaustion the resultant shift to the use of lower grade ores will not materially affect Great Northern due to the almost limitless amounts found in the road's territory."¹²

Comparison with other large railroads. In 1947, the Great Northern operated 8,333 miles of road, while the tenth largest railroad in this respect, the Missouri Pacific System, operated 9,558 miles of road. The Missouri Pacific was also tenth in miles of all tracks operated. It operated 14,001 miles in 1947 while the Great Northern operated 12,141 miles. In operating revenue and operating expenses, the Great Northern ranked somewhat below the smallest of the leading ten railroads. While it does not compare in size with the largest

12. Moody's Manual of Investments, p. 99.

railroads, it may be considered one of the leading Class I railroads and is well above average in every respect.¹³

In terms of mileage owned, the Great Northern with 7,849 miles of road ranked eighth among the ten largest railroads in the United States while the Atchison, Topeka & Santa Fe System was largest with 12,751 miles.

The Great Northern had a total property investment in 1947 of \$792,059,352, including cash and materials, while the nation's largest railroad in this respect, the Pennsylvania, had a total property investment of \$3,168,687,000. The tenth largest railroad in this category, the Chicago, Milwaukee, St. Paul and Pacific, had a total property investment of \$905,583,000.

13. Statistical information in this and the following two paragraphs taken from Moody's Manual of Investments, pp. 95 ff. and a letter from Mr. T. J. Sinclair, Association of American Railroads, Washington 6, D.C., dated February 19, 1949.

CHAPTER IV

WAGES AND HOURS

This survey of trade agreements between the Brotherhood of Railroad Trainmen and the Great Northern Railway Company covers the period from 1906 to 1941. Six agreements are included; they became effective in 1906, 1907, 1912, 1924, 1929 and 1941. The first three agreements, and a wage increase in 1910, were negotiated for both trainmen and conductors. Beginning with the 1924 agreement, this practice was discontinued, and the trainmen and conductors made separate agreements with the railway.

These agreements include provisions for wages, hours and working conditions of trainmen employed by the Great Northern Railway. This chapter will deal, first, with passenger train rates of pay; and, second, with freight train rates of pay.

Rates of pay specified in the 1906 agreement for those in passenger service were low, but conductors received much higher rates compared to brakemen and baggagemen than they do today. Passenger conductors were paid at the rate of \$140.00 per month while brakemen received from \$67.50 to \$75.00 per month and baggagemen \$30.00 per month. Present rates in passenger service are: conductors, \$384.30 per month; brakemen, from \$313.50 to \$316.80 per month; and, baggagemen, from \$323.10 to \$343.50 per month. Passenger conductors still have a preferred position but not

Table III: Monthly Rates of Pay for Trainmen in Passenger Service.

| Classification | 1906 | 1907 | 1910 | 1912 | 1924 | 1929 | 1941 |
|---|--------|--------|--------|--------|--------|--------|--------|
| Conductors..... | 140.00 | 150.00 | 165.00 | 165.00 | | | |
| Brakemen, east of Minot..... | 67.50 | 74.00 | 81.40 | 81.40 | 141.00 | 150.30 | 163.50 |
| Brakemen, east of Minot, after one year..... | 70.00 | 76.50 | 84.15 | 84.15 | 141.00 | 150.30 | 163.50 |
| Brakemen, west of Minot..... | 70.00 | 76.50 | 84.15 | 84.15 | 141.00 | 150.30 | 166.80 |
| Brakemen, west of Minot, after one year..... | 75.00 | 81.50 | 89.65 | 89.65 | 144.25 | 153.60 | 166.80 |
| Train Baggage-men..... | 80.00 | 87.50 | 96.25 | 96.25 | 150.20 | 159.90 | 173.10 |
| Train Baggage-men handling express or U.S. Mail.. | | | | | 160.40 | 170.10 | 183.30 |
| Train Baggage-men handling express and U.S. Mail. | | | | | | 180.30 | 193.50 |
| Average rate of brakemen and baggage-men combined | 72.50 | 79.20 | 87.12 | 87.12 | 149.31 | 159.26 | 172.93 |

to the same extent as under the 1906 agreement.

Under the 1906 schedule (as these agreements are called) passenger trainmen received no overtime pay while on their regular runs and if extra runs were made by them they were paid on a pro rata basis according to their monthly rate of pay. When a passenger trainman was called to report for work and, for any reason, the train was not run, he was allowed one day's pay.

The basic feature of the 1907 agreement was the wage increase which it included. Passenger conductors' pay was raised to \$150.00 per month and the rate for train baggage-men was increased to \$87.50. The new rate for passenger brakemen was from \$74.00 to \$81.50 per month. Probably of equal significance as concerns this increase so far as "take-home" pay is concerned was the provision made for overtime pay. Overtime rates were thirty-five cents per hour for conductors and twenty-three cents per hour for baggagemen, flagmen and brakemen. For computing overtime pay, it was agreed that thirty minutes or less would not be counted while a period longer than thirty minutes would be counted as one hour. It was further agreed that the company would not make reductions in crews or increases in mileage for the purpose of offsetting increases of wages given passenger trainmen. In order to ascertain when overtime payment would commence, Rule 4 provided that,

"Overtime in passenger service to be allowed on the basis of fifteen (15)

miles per hour, computed for each part of the run separately. Time to begin at the schedule leaving time of train, or if the men are called, at the time called to leave, and to end when relieved of train, but if extra runs are made by them, they will be paid for the same pro rata on the above basis."¹

Higher rates of pay became effective in 1910 for trainmen in passenger service. This increase did not result in an entirely new schedule but was agreed upon in a "Supplement to Trainmen's Schedule, effective April 1st, 1907." This procedure later became standard practice when differences between the company and the Brotherhood of Railroad Trainmen were settled by pay increases alone and did not involve any other changes in the rules. Monthly rates for trainmen in passenger service in 1910 were as follows:

| | |
|---|----------|
| Conductors..... | \$165.00 |
| Brakemen, East of Minot, first yr..... | 81.40 |
| Brakemen, East of Minot, after first yr.. | 84.15 |
| Brakemen, West of Minot, first yr..... | 84.15 |
| Brakemen, West of Minot, after first yr.. | 89.65 |
| Train Baggage-men..... | 96.25 |

The agreement of 1912 was unusual in that it contained selective rather than blanket wage rate increases, although it did incorporate many rules changes and additions. No changes were made in basic passenger service rates but overtime rates were increased to thirty-nine cents per hour for conductors and twenty-five cents per hour for brakemen, with overtime in passenger service to be allowed on the basis of fifteen miles per hour, computed for each part

1. Schedule for Employes in Train Service, 1907, Rule 4.

of the run separately. This was an increase of four cents for conductors and two cents for brakemen. It was further provided that the lower monthly rates indicated in the 1910 schedule for passenger brakemen during their first year of service were not to apply to trainmen entering the service who had one year's experience on a steam surface railway.

A further stipulation in connection with pay rates was that train baggagemen who were required to operate dynamos or serve as train electricians were to receive \$12.50 per month in addition to the baggagemen's rate. Passenger and mail crews required to make a short trip in addition to their regular trip, either before commencing or after completing such regular trip, were to be paid as follows: conductors, 3.3 cents per mile; brakemen and baggagemen, 1.7 cents per mile. When regular passenger trainmen were called for a train which for any reason was not run, they were to receive one day's pay.

In order to maintain customary monthly mileage for passenger trainmen, the 1912 schedule listed such mileage for conductors and brakemen on all divisions and for all train baggagemen and the stipulation was made that the general basis of monthly mileage specified should be observed in changing existing passenger or baggage runs or in establishing new runs. It was further agreed that the company would not make reductions in crews or increases

in mileage for the purpose of offsetting increases of wages given passenger trainmen. Crews on specified runs were to be relieved one round trip per month.

While it is known that all railroad employees made substantial gains in wage rates during World War I, no new agreement was made during the period from 1912 to 1924 between the Brotherhood of Railroad Trainmen and the Great Northern Railway. Such increases were handled as supplements to existing agreements, as was the 1910 wage rate increase. Unfortunately, such supplements were not available for this study. Pay rates for trainmen in passenger and mail service as provided by the 1924 schedule were as follows:

Brakemen & Flagmen west of Minot after one year's experience, 3.13 cents per mile, \$4.81 per day, \$144.25 per month.
 All other Flagmen & Brakemen, 3.13 cents per mile, \$4.70 per day, \$141.00 per month.
 Baggage men, 3.24 cents per mile, \$5.01 per day, \$150.20 per month.
 Baggage men handling express, 3.46 cents per mile, \$5.35 per day, \$160.40 per month.
 Train baggage men required to operate dynamos or serve as train electricians were to receive an additional \$17.28 per month.

As compared with passenger rates in 1912, the rates shown above indicate increases of from sixty-three per cent to seventy-three per cent, depending upon the classification of work.

A new provision illustrated here is that of stating rates per mile and per day as well as per month. Previously, passenger trainmen were paid at the rate of so much per month with no stipulation as to how many days constituted a month. However, the company did agree not

to increase the mileage of runs to offset pay increases. A comparison of the daily and monthly rates shown above indicates that a thirty-day month was contemplated.

A further provision for regularly assigned passenger and mail trainmen was the minimum average pay per day guaranteed for each day of service in the various classes. It required that "when the monthly earnings of regularly assigned passenger and mail trainmen from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

| | |
|--------------------------------|------------------------------|
| Flagmen and Brakemen..... | \$5.00 per day |
| Baggagemen..... | \$5.16 per day |
| Baggagemen handling express... | \$5.50 per day" ² |

Extra men filling vacancies in regular positions were to be paid on the same basis as the regular man. Any service performed by extra men not filling the place of regular men was to be paid not less than the daily earning minima for each day such service was performed. A new clause provided that, "One hundred and fifty (150) miles or less (straightaway or turnaround) shall constitute a day's work; miles in excess of 150 shall be paid for at the mileage rates provided."³

Previous to the 1924 schedule, passenger trainmen were paid "at the rate of" a certain wage per month and

2. Schedule for Trainmen, 1924, Rule 3.

3. Ibid.

not all of them were able to earn as much as the monthly rate implied. The purpose of these new rules was to assure passenger trainmen of getting the utmost benefit from their new rates of pay and the agreement contains a number of detailed examples of the method to be used in applying daily and monthly guarantees. When miles run or hours worked were sufficient, no guarantees were involved, but in other cases trainmen benefitted by application of the minimum rates and guarantees. Two examples quoted from the agreement will illustrate how such guarantees applied:

- (1) "Brakemen on thirty day assignment; paid daily minimum plus eight minutes overtime daily, or a total of four hours at 58-3/4 cents equals \$2.35, total of \$113.35. As average daily earnings for the days on which service is performed is less than \$5.00 will receive 30 x \$5.00 equals \$150.00."
- (2) "Brakeman on 28 day assignment, subject to the monthly guarantee of \$141.00; earns 10 hours overtime at 58-3/4 cents which equals \$5.87; total \$146.87. 28 days times \$5.00 equals \$140.00. Daily earning guarantee not involved."⁴

One of the new rules in the 1924 agreement covered payment of passenger trainmen "on short turn-around passenger runs, no single trip of which exceeds 80 miles." Such trainmen were to be paid overtime for all time actually on duty, or held for duty in excess of eight hours within ten consecutive hours (computed on each run from the time required to report for duty to the end of that run) and "also for all time in excess of ten (10) consecutive

4. Ibid.

hours computed continuously from the time first required to report to the final release at the end of the last run."⁵

Where the interval of release from duty at any point did not exceed one hour, time was to be counted as continuous service and this rule was to apply regardless of mileage made.

An additional clause in this rule stated as follows:

"In short turnaround passenger service of more than one round trip per day with a spread of twelve hours or more and where there is a period of two hours or more off duty at the designated home terminal, all time accruing after the twelfth hour will be paid for on one-half time basis."⁶

For calculating overtime under these rules, the management designated the initial trip.

The above rules regarding payment for overtime applied to suburban and branch line service, but trainmen on other passenger runs were to be paid overtime on a speed basis of twenty miles per hour, computed continuously from the time required to report for duty until released at the end of the last run. Overtime was to be computed on the basis of actual overtime worked or held for duty, except that when a minimum day was paid for the service performed overtime payment would not commence until after the expiration of seven and one-half hours on duty. However, trainmen were not to be compensated at overtime rates twice for

5. Schedule for Trainmen, 1924, Rule 3.

6. Ibid.

doing such extra work at terminals as herding engines or turning trains.

Except for the provision made for turn-around service involving a spread of more than twelve hours, overtime in all passenger service was to be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate. In this case, the daily rate was obtained by dividing the straight monthly rate by the number of days per month the train was scheduled to run. For this purpose, the passenger day was to begin at the time of reporting for duty for the initial trip and end when relieved from duty, and the daily rates applied until the miles made at the mileage rates exceeded the daily minimum.

Another provision of the 1924 schedule was that trainmen in passenger and mail service who were required to make a short trip either before or after their regular trip in order to keep intact their assignments or to handle their own connections were to be paid 3.13 cents per mile for such trips in addition to their pay for the regular trip.

Regularly assigned passenger trainmen who were available for service the entire month (30 days were considered to be a month) and who did not take time off from the job of their own accord were to receive the monthly guarantee scheduled, exclusive of overtime. Payments made to passenger trainmen called for a train which did not run were not to be applied against the monthly guarantee.⁷ The

7. For example, a brakeman on a thirty-day assignment

latter is a rather peculiar provision--miles paid for running were applied against the monthly guarantee but those paid as a penalty for being called and not used were not.

Another provision of the 1924 agreement was that extra service could be required sufficient to make up monthly guarantees and could be made between regular trips, on lay-off days and either before or after the completion of a regular trip. Extra service rendered before or after the completion of a day's work was to be paid not less than a minimum day. However,

"If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour."⁸

This basis of pay for extra services applied only in making up the guarantees and after such guarantees were absorbed schedule provisions for extra service applied. When a regular man "laid off", the amount of his monthly guarantee was reduced by the amount that the extra man taking his run received.

Maximum mileage for the monthly money guarantee was indicated in Rule 6 of the 1924 schedule for the various classes of service. On some runs, mileage in excess of that

at the rate of \$141.00 per month would be entitled to a payment of \$4.70 (one day's pay) if called for a train which did not run. Since he would come under the minimum guarantee of \$150.00 (30 days times \$5.00) he would receive \$154.70 as the \$4.70 received for the call when the train did not run would not be applied against the guarantee. Thus he would be paid \$13.70 which he had not actually earned whereas ordinarily he would have received \$9.00 for which he had put in neither miles nor hours.

specified was to be paid for on a pro rata basis but in most cases such excess mileage was to be paid for at schedule rates. In connection with this rule, it was agreed, as in previous schedules, that reductions in crews or increases in mileage would not be made for the purpose of offsetting increases in wages,

"but nothing in this agreement is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules, for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. For the purpose of avoiding payment of excess overtime on turnaround runs in passenger service, when any part or leg thereof is over 80 miles, the railroad will be privileged to rearrange runs, combine pools or sets of runs, and may establish inter-divisional runs, excepting where this may be prohibited by provisions of existing agreements; such runs to be paid for in accordance with the mileage schedules of this agreement, but in no case less than the combination of trip rates in effect April 10, 1919."

Trainmen in passenger service received increases of \$9.30 to \$19.90 per month in basic rates, depending on the class of service, in the agreement of 1929. New pay rates for trainmen in passenger and mail service were as follows:

Brakemen & Flagmen west of Minot after one year's experience, 3.41 cents per mile, \$5.12 per day, \$153.60 per month.
 All other Flagmen & Brakemen, 3.34 cents per mile, \$5.01 per day, \$150.30 per month.
 Baggage-men, 3.55 cents per mile, \$5.33 per day, \$159.90 per month.

Baggagemen handling express or U. S. Mail, 3.78 cents per mile, \$5.67 per day, \$170.10 per month.
 Baggagemen handling express and U. S. Mail, 4.00 cents per mile, \$6.01 per day, \$180.30 per month.

As in the 1924 schedule, train baggagemen required to operate dynamos or serve as train electricians were to receive an additional \$17.28 per month.

Minimum average daily guarantees continued to be paid on the same basis as previously, but the amount guaranteed in each class of service was increased to the following:

| | |
|---|----------------|
| Flagmen and Brakemen..... | \$5.31 per day |
| Baggagemen..... | \$5.48 per day |
| Baggagemen handling express or mail.... | \$5.82 per day |
| Baggagemen handling express and mail.. | \$6.16 per day |

These new daily guarantees represented an increase of thirty-one cents for flagmen and brakemen, thirty-two cents for baggagemen, and thirty-two cents to sixty-six cents for baggagemen handling express and/or U. S. mail.

Higher rates for baggagemen handling mail are indicated in the above figures and the schedule made a further statement to the effect that "train baggagemen required to handle United States mail shall be paid thirty-four (34) cents per day more than the standard rate per day herein fixed for train baggagemen," effective May 1, 1928.¹⁰ A gain made ten months previously was merely incorporated in this schedule and re-stated for emphasis. The detailed explanation of who was to receive such extra allowance follows:

10. Schedule for Trainmen, 1929, Rule 3.

"The extra allowance for baggagemen handling United States mail will not apply when the amount of such mail handled does not exceed in volume, between any two points, that provided for the minimum space that can be authorized by the Post Office Department, viz, three feet or its equivalent, 5½ sacks or pieces. Loading United States mail into car, storing it in car, sorting it en route, or unloading it at intermediate or terminal points will constitute 'handling' under this rule. The extra allowance for handling United States mail will not apply when 'storage' mail is in charge of the baggageman, provided he is not required to 'handle' it. The extra allowance for handling United States mail by train baggagemen will apply to other trainmen who may be assigned regularly or temporarily to that work."¹¹

Under the 1924 schedule, trainmen in passenger and mail service required to make a short trip either before or after their regular trip to keep intact assignments or to handle their own connections were paid 3.13 cents per mile for such trips. The agreement of 1929 provided that such trainmen would be paid "mileage rates provided for such trips in addition to pay for regular trip."¹² The change to mileage rates meant that each man in the train crew would be paid according to his class of service, while previously they had all been paid at the rate provided for the lowest class of service.

As indicated above (page 39), the 1924 agreement specified various maximum monthly mileages on certain divisions and for certain classes of service for the monthly money

11. Ibid, Rule 3.

12. Ibid, Rule 4.

guarantee. The 1929 schedule simplified this by stipulating that forty-five hundred miles should be the maximum for the monthly money guarantee and miles in excess of that were to be paid for at mileage rates provided in the schedule. Stipulations against reductions in crews or increases in mileage to offset pay increases continued in effect.

Although railroad trainmen were forced to accept some temporary decreases in their basic rates of pay during the depression of the 1930's, they quickly regained their losses and by 1941 their agreement shows an increase over 1929. The new rates for trainmen in passenger and mail service shown below indicate increases over 1929 rates of \$13.20 to \$16.50 per month, depending on the class of service.

Brakemen and Flagmen Minot East, 3.63 cents per mile,
\$5.45 per day, \$163.50 per month.
Brakemen and Flagmen Minot West, 3.71 cents per mile,
\$5.56 per day, \$166.80 per month.
Baggagemen all lines, 3.85 cents per mile, \$5.77 per
day, \$173.10 per month.
Baggagemen handling express or U. S. Mail, 4.07 cents
per mile, \$6.11 per day, \$183.30 per month.
Baggagemen handling both express and U. S. Mail, 4.30
cents per mile, \$6.45 per day, \$193.50 per month.

No requirement for extra pay for train baggagemen who operate dynamos or serve as train electricians is found in the 1941 schedule, although in previous agreements such duties required the payment of an additional \$17.28 per month. Trainmen performing the combined duties of baggageman and brakeman were paid baggagemen's rates.

Minimum average daily guarantees continued to be paid trainmen in mail and passenger service, the amount guaranteed

being increased by forty-four cents per day over the 1929 rate.

The new minimum daily guarantees were as follows:

| | |
|--|----------------|
| Flagmen and Brakemen..... | \$5.75 per day |
| Baggagemen..... | \$5.92 per day |
| Baggagemen handling express or mail.. | \$6.26 per day |
| Baggagemen handling express and mail.. | \$6.60 per day |

The monthly rate shown on the preceding page constituted payment for a maximum of 4,500 miles; miles in excess of 4,500 were to be paid for at mileage rates indicated. This was the same as in the 1929 agreement. A new clause provided that payment for handling mail was to be determined by, "the number of sacks or pieces specified by Post Office Department Circular from time to time as the equivalent of three (3) feet of mail space."¹³ Other than this, requirements covering the payment of baggagemen handling mail remained the same as in 1929.

During the same period when brakemen in passenger train service were more than doubling their rates of pay, brakemen in freight train service were accomplishing similar gains. (See Tables III and IV). Trainmen in freight service in 1906 were paid by either the day or the mile, with ten hours or 100 miles constituting a day's work. Through freight and mixed train conductors were paid \$3.50 per 100 miles while brakemen in the same service received \$2.33 per 100 miles. Way freight conductors received from \$3.65 to \$3.80 per 100 miles and brakemen in the same class of service received from \$2.44 to \$2.55 per 100 miles. Conductors and

13. Schedule for Trainmen, 1921, Rule 61.

brakemen on mountain runs received \$3.90 and \$2.70, respectively, per 100 miles. These rates illustrate the preferred position which was occupied by conductors in 1906 as compared with brakemen in the same service.

Under the 1906 agreement, trainmen assigned to work trains were guaranteed ten hours' pay for each calendar day so assigned and when required to move trains either before or after a day's work they were paid actual mileage at freight train rates for such movements. Trainmen on wreck calls¹⁴ were allowed actual mileage from their terminal to the scene of the accident as well as time working on the wreck and were guaranteed a day's pay for such wreck call.

Trainmen held available for snowplow service were guaranteed ten hours' time for every twenty-four hours and when in actual service conductors received \$4.02½ per day and brakemen \$2.87½ per day. On branch lines where crews were not required to run six days each week, such crews were to receive not less than 2,400 miles per calendar month, except that on specified Montana Central Branch runs conductors were paid at the rate of \$115.00 per month and brakemen from \$80.00 to \$85.00 per month, with the understanding that no overtime would be paid.

14. The verb "wreck" is used as a noun in such cases. The "call-boy" is responsible for calling the trainmen (ordering them to report for work at the time specified by the train dispatcher). Other calls are referred to as "turns." For example, a trainman called at Blackfoot, Montana to run to Shelby, Montana and return, says, "I caught a Shelby turn." On the other hand, a trainman called for a run which will work on a wreck would say, "I got a wreck call."

Both pool crews and extra brakemen¹⁵ were required by the 1906 schedule to be called for work on a first-in first-out basis and any man not called in his turn was entitled to one day's pay for such "runaround." In order to compensate trainmen held from their runs, it was provided that,

"When trainmen are held from their ordinary runs or service for special service or otherwise for the Company's convenience, their pay until they return to their ordinary runs or service shall not be less than it would have been had such interruption to their regular work not occurred."¹⁶

Freight trainmen handling regular passenger trains were to receive passenger train rates but when they handled special trains or empty passenger train equipment they were paid through-freight train rates.

A major defect in the freight rate clauses of the 1906 schedule was the fact that two different rates of pay for conductors and brakemen in way-freight service were listed but no mention was made of when each rate should apply. This decision was evidently left to management and may well have been a source of dissatisfaction and disagreement.

15. Crews are set up to handle more or less regular freight traffic—regular in the sense that a fairly uniform number of trains are run from the terminal every twenty-four hours, not that they are run at any specified time. Service in such regular crews is known as "pool" or "chain-gang" service. When there is a vacancy on such a crew or when a temporary crew is set up, it is manned by trainmen from the "extra board." The extra board is merely a list of men in unassigned service.

16. Schedule for Employees in Train Service, 1906, Rule 18.

Trainmen in freight service received an increase in rates of pay in 1907. In all classes of freight service, the new rates were ten per cent higher than they were in 1906. Through-freight and mixed-train conductors were raised to \$3.85 per 100 miles, while brakemen in the same service were raised to \$2.56 per 100 miles. Other new rates were: way-freight conductors (maximum), \$4.18; way-freight conductors (intermediate), \$4.02; way-freight brakemen (maximum), \$2.81; way-freight brakemen (intermediate), \$2.68. In order to eliminate any dispute over which runs should be paid maximum rates and which should be paid intermediate rates, the 1907 agreement designated every run on every division of the Great Northern Railway system as either maximum or intermediate.

Rates of pay in freight service on mountain runs were also increased in 1907 by ten per cent. Through-freight conductors were raised to \$4.29, and through-freight brakemen to \$2.97, per 100 miles on such runs. In all freight service ten hours or less, or 100 miles or less, still constituted a day's work and overtime was paid on a pro rata basis.

Conductors and brakemen assigned to snowplow service continued to be allowed ten hours' time for each twenty-four hours held in readiness and rates of pay were increased to \$4.43 per day for conductors and to \$3.16 per day for brakemen.

The 2,400 miles per month guarantee on branch runs where

Table IV: Daily Rates of Pay for Trainmen in Freight Service.

| Classification | 1906 | 1907 | 1910 | 1912 | 1924 | 1929 | 1941 |
|---|-------|-------|-------|-------|-------|-------|-------|
| CONDUCTORS: | | | | | | | |
| Thru Freight & Mixed Train (also Constr.1907) | 3.50 | 3.85 | | | | | |
| Way Freight, Maximum..... | 3.80 | 4.18 | 4.60 | 4.83 | | | |
| Way Freight, Intermediate..... | 3.65 | 4.02 | 4.42 | 4.64 | | | |
| Mountain Rate..... | 3.90 | 4.29 | 4.72 | 4.96 | | | |
| Thru Freight..... | | | 4.24 | 4.24 | | | |
| Mixed Train..... | | | 4.24 | 4.45 | | | |
| Work Train..... | | | 4.24 | 4.45 | | | |
| Snowplow Service..... | 4.025 | 4.43 | 4.43 | 4.87 | | | |
| Average Rate of all classes..... | 3.775 | 4.154 | 4.412 | 4.634 | | | |
| BRAKEMEN: | | | | | | | |
| Thru Freight & Mixed Train (also Constr.1907) | 2.33 | 2.56 | | | | | |
| Way Freight, Maximum..... | 2.55 | 2.81 | 3.09 | 3.24 | | | |
| Way Freight, Intermediate..... | 2.44 | 2.68 | 2.95 | 3.10 | | | |
| Mountain Rate..... | 2.70 | 2.97 | 3.27 | 3.43 | 5.545 | 5.855 | 6.295 |
| Thru Freight..... | | | 2.82 | 2.82 | 4.84 | 5.15 | 5.59 |
| Mixed Train..... | | | 2.82 | 2.96 | 4.98 | 5.29 | 5.73 |
| Work Train..... | | | 2.82 | 2.96 | 4.98 | 5.30 | 5.74 |
| Way Freight (Also Mesabi Div.Mine Run 1941).. | | | | | 5.28 | 5.62 | 6.06 |
| Snowplow Service..... | 2.875 | 3.16 | 3.16 | 3.48 | 5.61 | 5.93 | 6.37 |
| Average Rate of all classes..... | 2.579 | 2.836 | 2.99 | 3.141 | 5.205 | 5.524 | 5.964 |
| Average Hourly Rate of all classes..... | .2579 | .2836 | .299 | .3141 | .651 | .690 | .7455 |

crews were not required to run six days each week which had been included in the 1906 schedule remained in effect in 1907, except on specified Montana Central branch runs which continued to have other monthly guarantees. Guarantees on these Montana Central branch runs were increased to \$126.50 per month for conductors and to \$88.00 per month for brakemen on some runs and \$93.50 per month for brakemen on other runs. These rates were an increase of \$11.50 per month for conductors and from \$8.00 to \$8.50 per month for brakemen. Such monthly guarantees still provided that no overtime would be paid for work done on such branches but extra runs made off the branches were paid for at regular freight service rates.

In addition to stating which runs were to be paid maximum and which runs to be paid intermediate rates in way freight service, the 1907 agreement also contained the following:

"Where way freight trains are designated or specified and for any cause are not run, the crews of other trains that perform the work of way freight trains shall receive the way freight rate of pay. It is further understood that the crews of through or extra freight trains will not be required to load and unload way freight or peddle water, except when absolutely necessary, this work belonging to the trains on the various districts to which maximum and intermediate allowances are made."¹⁷

Here we have the beginnings of a somewhat inflexible arrangement whereby the employees and the employer agree not only

17. Schedule for Employees in Train Service, 1907, Rule 43.

on rates of pay for different types of work but also stipulate that those who perform each classification of work shall be paid accordingly and that those in one service shall not do the work of those in another service.

The supplemental wage agreement of 1910, which changed no rules except those regarding pay rates, resulted in increases for all classes of freight service except snowplow service.

Rates per day or per 100 miles in 1910 were as follows:

| | |
|--|--------|
| Through Freight, Mixed & Work Conductors.. | \$4.24 |
| Through Freight, Mixed & Work Brakemen.... | 2.82 |
| Way Freight, Maximum Conductors..... | 4.60 |
| Way Freight, Maximum Brakemen..... | 3.09 |
| Way Freight, Intermediate Conductors..... | 4.42 |
| Way Freight, Intermediate Brakemen..... | 2.95 |
| Mountain Rate, Through Freight Conductors. | 4.72 |
| Mountain Rate, Through Freight Brakemen... | 3.27 |
| Snowplow Service, Conductors..... | 4.43 |
| Snowplow Service, Brakemen..... | 3.16 |

This schedule of rates increased the average rate for conductors by approximately twenty-six cents and the average rate for brakemen by slightly over sixteen cents. (See Table IV).

Increases of pay were provided by the 1912 schedule for trainmen in freight service, except those in through-freight service. Runs where maximum and intermediate way-freight rates were to be allowed were again specified for every division on the railway. In one instance, the maximum rate applied during six months of the year and the intermediate rate applied for the balance of the year.

Trainmen in freight service continued to be paid on the basis of 100 miles or less, or ten hours or less, constituting a day and overtime paid on a rate basis. The

following rates applied in freight service under the 1912 agreement:¹⁸

| | |
|---|------|
| Through Freight Conductor..... | 4.24 |
| Through Freight Brakeman..... | 2.82 |
| Mixed Train Conductor..... | 4.45 |
| Mixed Train Brakeman..... | 2.96 |
| Way Freight Maximum, Conductor..... | 4.83 |
| Way Freight Maximum, Brakeman..... | 3.24 |
| Way Freight Intermediate, Conductor.... | 4.64 |
| Way Freight Intermediate, Brakeman..... | 3.10 |
| Work Train Conductor..... | 4.45 |
| Work Train Brakeman..... | 2.96 |
| Mountain Rate, Freight Conductor..... | 4.96 |
| Mountain Rate, Freight Brakeman..... | 3.43 |
| Snowplow Service, Conductor..... | 4.87 |
| Snowplow Service, Brakeman..... | 3.48 |

These rates increased the average rate for freight conductors by twenty-two cents and the average rate for freight brakemen by fifteen cents.

The prohibition against through- or extra-freight crews doing the work of way-freight crews was continued, with the provision that when it was necessary for them to do such work they would receive way-freight pay. It was further agreed that main-line way-freight trains would be run six days per week in each direction. Another new clause required that trainmen with less than six months' experience would not be used on way-freight trains if other men were available. Men who were not called in their turn because of compliance with this rule were not to be paid for being "run around."

Under a new provision in the 1912 agreement, trainmen arriving at terminals or the end of a run were to be automatically released from duty.¹⁹ However, a crew sent to

18. Mountain rates to apply on specified runs and on any other grades of 1.8% and greater.

19. Schedule for Employees in Train Service, 1912, Rule 10.

the first siding out of a regular terminal to pick up a train could be run through its terminal. Also, crews assigned to turn-around service between two designated points could be run through such terminals as many times as provided in their assignments but not by or beyond the terminus of such assignments. The term "assignment" was to be for not less than fifteen days continuous service and crews so assigned were not to be run around by each other at their terminals.

A new clause concerning the application of snowplow service rates provided that such rates were not to apply to work trains "used in clearing yards of snow, handling gangs engaged in sloping snow cuts or moving snow fence."²⁰

On branch runs where crews were not required to run six days each week, crews on such runs continued to be guaranteed 2,400 miles per calendar month, except on runs between Great Falls, Montana, and Sand Coulee, Montana, or Stockett, Montana, and between Armington, Montana, and Weihart, Montana, which had other monthly guarantees. The latter were increased to \$139.51 per month for conductors and to \$96.80 and \$102.85 per month for brakemen, depending on the run. These new rates were an increase of \$13.01 per month for conductors and from \$8.80 to \$9.35 per month for brakemen. Crews were not to be run off their respective branches to make up any deficit in the 2,400 mile guarantee and twenty-six days' service was to constitute a month's work. Men

20. Ibid., Rule 15.

assigned to the branch lines referred to above were not to receive overtime for work on such branches where they made the regular trip six days each week but extra runs made by them were to be paid for according to schedule rates, as under previous agreements.

The 1912 schedule continued the provision that trainmen held from runs or service were to be guaranteed pay not less than what it would have been if such interruption had not occurred. A new clause stated that trainmen on regular runs with Sunday "lay-over" away from Division headquarters

"will be notified if required for service Sunday. If no notice is received, may absent themselves until time for their regular run Monday. If notified and not used, will be paid a minimum day."²¹

Under the 1907 agreement, trainmen handling regular passenger trains received passenger pay and those handling specials received through-freight pay. The 1912 agreement added that specials would require freight pay whether run as sections of regularly scheduled passenger trains or not, but that trainmen running "overflow" sections of regularly scheduled passenger trains would receive passenger pay.²²

Another rule was added to cover payment and method of handling circus and theatrical trains. Crews handling such trains that stopped to exhibit were to be paid fifteen hours

21. Ibid, Rule 18.

22. When regularly scheduled sections of a train cannot handle all business normally carried by them, additional, or "overflow", sections are run.

or 150 miles for each move and were to handle them over the entire division. Time was to include loading and unloading. If the last move required less than sixteen hours, actual time would be paid with a minimum of 100 miles. Crews used in other service during the time the circus was exhibiting were to be paid extra, according to the class of service performed. Crews running such trains that did not exhibit between terminals were to be paid at through-freight rates.

Because of the fact that the Brotherhood of Railroad Trainmen made many gains between 1912 and 1924, the agreement of 1924 contains much that is new for trainmen in freight service. The change from a ten-hour day to an eight-hour day was expressed as follows:

"In all road service, except passenger and mail, one hundred (100) miles or less, eight hours or less, (straight-away or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided."²³

Miles made by a crew required to make a side or "lap-back" trip between their terminals were added to the mileage of the regular trip and paid for on a continuous basis.²⁴ Furthermore,

"Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another

23. Schedule for Trainmen, 1924, Rule 7.

24. A crew which goes back toward its initial terminal for some distance and then continues again toward its final terminal has made a "lap-back" trip.

intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage."²⁵

Under previous agreements, overtime in freight service had been paid for at the same rate as straight time, but in the 1924 schedule time and one-half for overtime was inaugurated. It provided that overtime be paid for on the minute basis, at the rate per hour of $\frac{3}{16}$ of the daily rate. On runs of 100 miles or less overtime began at the expiration of eight hours; on runs of over 100 miles, overtime began when the time on duty exceeded the mileage of the run divided by $12\frac{1}{2}$.

Rates per day or per 100 miles in effect in 1924 for trainmen in freight service were as follows:

| | |
|-------------------------------|--------------------|
| Through Freight Brakemen..... | \$4.84 |
| Mixed Train Brakemen..... | 4.98 |
| Way Freight Brakemen..... | 5.28 |
| Work Train Brakemen..... | 4.98 |
| Mountain Service..... | 5.54 $\frac{1}{2}$ |
| Snowplow Service..... | 5.61 |

Trainmen on wrecking trains were to be paid work-train rates. Trainmen performing more than one class of road service in a day or trip were to be paid for the entire service at the highest rate applicable to any class of service performed. The overtime rate was based on the rate which applied for the entire trip. This meant that brakemen on a through freight that was required to do local work at some point on the trip

25. Ibid, Rule 7.

would receive way-freight pay for the entire trip, including any overtime which might accrue. In some instances, a requirement of this type is desired by trainmen not for the extra pay which it will bring them but rather to prevent the run from deteriorating into one not so desirable and to preserve higher pay work for those holding premium rate runs. Many members of the Brotherhood of Railroad Trainmen take the attitude that the best way to get management to cooperate on such matters is to make cooperation the least expensive alternative.

The rates in effect for trainmen in freight service in 1924 show an average increase over 1912 rates of \$2.06 per day. The rate schedule was considerably simplified by the elimination of maximum and intermediate classifications of way-freight rates, which had evidently been an impractical attempt to grade each local freight run on the basis of the amount of work which it required. The 1924 schedule continued in effect previous rules designed to preserve local work and local pay for those on such runs, such as stating that way freight work would not be done by other crews except where absolutely necessary. It was agreed that way-freight rates would be allowed on all runs listed and these runs were indicated in a detailed tabulation for each division on the railroad.

In previous schedules, trainmen called for service were guaranteed ten hours' pay unless the trip was cancelled before the expiration of five hours, in which case they received

five hours' pay and were placed first out to receive a call for work. In 1924 this rule was changed to make it fit the new eight-hour day by guaranteeing eight hours' pay unless the trip was cancelled within four hours. If any work was performed or if the train was "annulled" after four hours, trainmen received eight hours' pay and were placed last out on the call list. Payments under this rule were to be on a pro rata basis and not computed in connection with road time.

In all classes of service other than passenger, trainmen's time still commenced at the time they were required to (and did) report for duty and continued until the time they were relieved from duty. Management designated the time to report for duty.

The method of paying certain Butte Division (formerly Montana Central) branch line crews was changed from the monthly guarantee with no overtime to the following:

"Crews will be assigned to the regular service on Butte Division Branches between Great Falls and Sand Coulee or Stockett and between Arxington and Melhart, and will be paid way freight rates. This not to apply to pool crews making an occasional trip."²⁶

The rule covering the rates for trainmen handling special trains and designating which trains required the through-freight rate of pay was expanded as follows: "If paid passenger rates overtime to be computed on passenger basis, if paid freight rates overtime to be computed on freight basis."²⁷

26. Schedule for Trainmen, 1924, Rule 16.

27. Ibid, Rule 19.

The clause concerning the handling of circus and theater trains was rewritten in 1924 as follows:

"Trainmen handling circus or theater trains that stop to exhibit will be paid twelve hours or 150 miles for each move including loading and unloading of circus. Miles run in excess of 150; hours in excess of twelve will be paid for as per Rule 7 (see page 55 for freight service rate schedule). If less than 16 hours is used in the last move actual time will be paid as per Rule 7 with a minimum of 100 miles. Trainmen used in other service during time circus is exhibiting shall be paid extra therefore according to class of service performed. Trainmen handling these trains that do not exhibit between terminals shall be paid at through freight rates."²⁸

This revision was made in order to have the rule conform with the new eight-hour day. It had previously stated that trainmen would be paid fifteen hours or 150 miles. Provision made for payment for hours worked in excess of the guarantee was a new feature in 1924.

The agreement of 1929 increased the average rate for trainmen in freight service by thirty-two cents per 100 miles or per day. The new rates per day were as follows:

| | |
|-------------------------------|--------|
| Through Freight Brakemen..... | \$5.15 |
| Mixed Train Brakemen..... | 5.29 |
| Way Freight Brakemen..... | 5.62 |
| Work Train Brakemen..... | 5.30 |
| Mountain Service..... | 5.85½ |
| Snowplow Service..... | 5.93 |

It was again specified that way-freight rates were to be allowed on certain runs in each division. Because many changes had taken place in division boundaries and terminals,

28. Ibid, Rule 22.

the list given in the agreement shows considerable revision when compared with the 1924 schedule.

In connection with the basic day and overtime in service other than passenger and mail, the 1941 agreement is merely a repetition of previous rules on these subjects except for two new clauses. In order to establish clearly the method of determining the basic mileage of a trip, the following clause was added:

"Mileage of trip shall be computed from yard office at initial terminal to yard office at final terminal, except that when brakemen are required to report at initial terminal roundhouse to herd engine, or are required to herd engine to final terminal roundhouse, mileage shall be computed from or to such point of going on or going off duty. This additional herding mileage is applicable only to brakemen who actually perform herding service."²⁹

A further clause stated that it was to be understood that "herding" is

"to mean accompanying the engine of the brakemen's own train from roundhouse to passenger depot or train yard, or vice versa, as distinguished from light engine pilot service, but does not include coupling or uncoupling of such engine."³⁰

As in the case of passenger trainmen, those in freight service had been forced to accept temporary reductions in rates of pay during the depression of the 1930's but these losses were recovered rapidly and by 1941 average rates in

29. Schedule for Trainmen, 1941, Rule 74.

30. Ibid.

freight service were forty-four cents above the average rate in 1929. Rates in freight service per day or per 100 miles in effect in 1941 were:

| | |
|--|-------|
| Through Freight Brakemen..... | 35.59 |
| Mixed Train Brakemen..... | 5.73 |
| Work Train Brakemen..... | 5.74 |
| Way Freight Brakemen..... | 6.06 |
| Nesabi Div. Mine Run Service--Brakemen.. | 6.06 |
| Mountain Service..... | 6.29½ |
| Snowplow Service..... | 6.37 |

A new stipulation in connection with the application of the mountain rate stated that the rate applied to the "mileage of such grade (1.8%) if trip is made in miles, or for actual time on such grade if trip is made in hours."³¹ Application of the rate for snowplow service was broadened by requiring that whenever "a train not assigned in snowplow service handles a separate wedge plow car in service ahead of engine, snowplow rate as herein provided will be allowed to trainmen on such train."³²

In order to clarify just when special rules applied to the handling of circus or theatrical trains, a further statement was made that trainmen manning such trains that did not exhibit between terminals "will be run and paid under through freight rates and rules."³³ Previously, trainmen handling circus or theatrical trains that stopped to exhibit were paid extra for service performed in other service during the time the circus was exhibiting. The new rule added that such

31. Schedule for Trainmen, 1941, Rule 81.

32. Ibid, Rule 82.

33. Ibid, Rule 78.

pay would be computed "as another day, separate and apart from the circus train service; time thus otherwise engaged to be deducted from the total time paid for as circus train service."³⁴ This was designed to prevent the trainmen from being paid twice for the same period of time.

Rules governing local, or way-freight, service continued to be lengthy and detailed in the 1941 agreement as in those previous to it. Since such service received a high rate of pay for the special work required, the object was to preserve such work for local runs and to maintain a minimum number of such runs in each district. In four districts, which were indicated in the agreement, local service could be performed under the mixed-train rates. On all other districts, way-freight rates were to be paid where local service was performed. Way-freight service was defined as follows:

"Way freight service is understood to include the loading or unloading of L.C.L. merchandise, and local switching at points intermediate between the terminals of the run, of cars not handled in that train. The movement of other cars necessary to effect a set-out or pick-up of cars handled in the train will not be considered local switching under this rule."³⁵

Trainmen in other service were not to be required to "paddle" water except when absolutely necessary. It was further agreed that way-freight rates would be allowed for not less than one train per day, six days per week, in each

³⁴. Ibid, Rule 78.

³⁵. Ibid, Rule 80.

direction on some two dozen lines listed in the agreement.

It was further provided that when

"way freight service on such lines is assigned to a regular crew, such crew will be paid at the way freight rate as assigned, whether run or not. 'As assigned' means run within twelve hours of its schedule or leaving time, except where there is an unavoidable delay caused by act of Providence such as severe storm, snow blockade, slide, washout, fire or wreck on district included in such assignment. Such payment of the regularly assigned crew, whether or not service is performed, will constitute compliance with this rule so far as the days of the assignment are concerned. Where way freight trains are not assigned and way freight service is performed by other trains, the way freight rate will be paid to the trainmen of such trains as perform way freight service, and such payment will be considered compliance with the provisions of this rule for such days. When way freight service is neither assigned nor performed, the way freight rate will be allowed to the first through freight train after midnight on such calendar date and such allowance of the way freight rate will be considered compliance with this rule."³⁶

The branch line guarantee of 2,400 miles per month was continued but it was stipulated that it did not apply to branch-line unassigned service when such unassigned service amounted to less than three trips per week. However,

"the assignment of a crew exclusively to branch line service, regardless of number of days assigned, or the operation of unassigned service on a branch line to the amount of 3 or more trips per week, requires the application of the minimum branch line guarantee for such branch line service, prorated on

36. Schedule for Trainmen, 1941, Rule 80.

a monthly basis between employees performing such service, in the same manner used in prorating of regular and continuously assigned branch runs."³⁷

The rule covering payment made when a call was "annulled" was expanded in 1941 so that it was clearly understood that trainmen held after eight hours would be paid according to schedule rules and then "stand last out" if the call were "annulled." This meant that such trainmen would receive overtime when held over eight hours and the clause in previous agreements which stated that they would be paid on a pro rata basis for such time was displaced.

A survey of wages and hours for trainmen during the period from 1906 to 1941 would be incomplete without a comparison with wage scales in some other field. A study made by the Bureau of Labor Statistics of thirty-seven selected cities reveals the average union hourly wage rates in those cities for bricklayers, carpenters, electricians, painters and plumbers during various years from 1910 through 1947. During the thirty-five year period from 1910 to 1945, the average union wage rate in these five skilled trades increased by 208 per cent. During the period from 1906 to 1941, average freight trainmen's rates on the Great Northern increased 189 per cent. Table V gives a comparison of the average rates for trainmen and skilled workmen from 1906 to 1941.

37. Ibid, Rule 83.

Average Hourly Rates of Freight Trainmen and
Table V: Skilled Workers in the Building Trades.*

| Year | Ave. Hourly Rate Freight Trainmen | Ave. Hourly Rate of 5 Skilled Bldg. Trades |
|------|---|---|
| 1906 | .2579 | |
| 1907 | .2836 | |
| 1910 | .2990 | .5208 |
| 1912 | .3141 | |
| 1920 | | 1.0243 |
| 1924 | .6510 | |
| 1929 | .6900 | |
| 1930 | | 1.3054 |
| 1940 | | 1.3624 |
| 1941 | .7455 | |

*Derived from Handbook of Labor Statistics, 1947, p. 101;
Schedule for Employees in Train Service, 1906; Schedule
for Employees in Train Service, 1907; Schedule for Employees
in Train Service, 1912; Schedule for Trainmen, 1924;
Schedule for Trainmen, 1929; Schedule for Trainmen, 1941.

This table shows that skilled workers in the building trades received much higher hourly rates of pay than trainmen in freight service in the early part of the century and have made even greater gains than the trainmen. Comparing trainmen's rates of pay with those in effect in the building trades, however, may lead to some erroneous conclusions. Figures given above indicate that skilled workers in the building trades had rates of pay from fifty-eight to ninety per cent higher than trainmen in freight service. If consideration is given only to hourly rates in freight service, this is true. However, trainmen were paid on a miles or hours basis. That is, if they ran 100 miles in less than eight hours, they were still paid for 100 miles or eight hours. This meant that it was possible, for example, for a trainman to work a day and one-half or even two days in one

day's time. For instance, on the 153-mile run from Havre, Montana, to Glasgow, Montana, a trainman may make one and one-half day's pay in as little as one-half a day; i.e., the run may be made in four hours. This is not usually the case, but it does occur occasionally. If the run is made in four hours, the trainman's effective rate of pay is three times as large as it appears to be. On the other hand, if twelve hours are consumed on the run, he would receive his regular rate of pay per hour.

The rate comparison in Table V tends to indicate that trainmen are in an unfavorable position when compared with skilled workmen employed in the building trades. For a number of reasons, however, that is not the case. First, trainmen are paid on a miles as well as hours basis. This makes it possible for a trainman to receive more than one day's pay for one day's time, as is shown in the preceding paragraph. Second, trainmen may work long hours six or seven days a week. This does not necessarily involve overtime payment as a trainman may work two shifts at straight time in one day if they are separated by eight hours off duty, or may work, say, twelve hours straight at regular rates if the run is long enough so that overtime rates do not apply. Third, numerous additional allowances, such as payment for "dead-heading", extra switching, and the like, add to the total pay trainmen receive. Because these items are treated in detail in the agreements the Brotherhood of Railroad Trainmen has with the Great Northern Railway, they are discussed in the following chapter.

Because trainmen in passenger service were paid at a monthly rate rather than daily under the early agreements, a comparison of their pay rates with those in the building trades is not feasible. Since rates in both freight and passenger service were negotiated by the Brotherhood of Railroad Trainmen for its members in all classes of service, it is logical to assume that passenger and freight rates of pay are comparable for the work performed. Any qualified trainman may work in both passenger and freight service; men with enough seniority sometimes spend part of the year in one service and the balance of the year in the other. Because of this interchanging, trainmen naturally want rates in both types of service to be comparable.

CHAPTER V

ADDITIONAL ALLOWANCES

So far as work in addition to the "run" was concerned, the agreement of 1906 stated that

"the time consumed by freight crews at terminals doing switching, handling freight, checking trains, coupling trains, repairing air brakes, coupling air hose, inspecting cars and air brakes, closing car doors, and all other work connected with preparing trains for movement from or putting trains away at terminals will be paid for in addition to pay for trip."¹

However, on runs of less than 100 miles which were made in less than ten hours, trainmen could be required to perform terminal or other work in order to give an equivalent for the balance of the ten hours or 100 miles service. This rule was to prevent payment on the basis of a combination of miles and hours. It meant, for example, that if an eighty-mile run was made in less than ten hours, the balance of the time could be used for additional work without any additional pay. However, if the run were 100 miles and it was made in less than ten hours, additional terminal work was paid for in addition to the day's pay for the 100 mile run. This rule did not prevent trainmen from getting, say, twelve hours' pay for ten hours' time if they had made 100 road-miles in addition to doing terminal work, but it did eliminate such payment when the run was less than 100 miles.

1. Schedule for Employes in Train Service, 1906, Rule 11.

Trainmen deadheading on company business were allowed ten hours' pay per calendar day under the 1906 schedule. Freight crews deadheading with their cabooses were allowed actual miles but not less than 100 miles except when in connection with turn-around runs, when they were given continuous time. Because of the fact that overtime pay was at the same rate as straight time, continuous time in 1906 was less advantageous than it is today. In line with the policy of giving the crew standing first-out preference, it was agreed that ordinarily the first crew out would deadhead and stand first out upon arrival at the distant terminal. When crews were deadheaded to an intermediate point, the first crew out ran the train and the second crew out deadheaded.

It was also agreed that crews would not be tied up between terminals for the purpose of avoiding overtime payment. In the event of delay due to wreck, washout or snow blockade, they were to be paid for the first ten hours held in addition to time or miles made that day and allowed not less than one hundred miles for each succeeding calendar day so held. However, "when freight crews are compelled to tie up for rest they will not be paid for resting time but will be allowed full day at their regular rates for second day required to complete the run."²

Trainmen required to coal engines were allowed one hour's pay for each engine coaled in addition to pay for the trip. At main line terminals "where car-men are on duty"

2. Ibid, Rule 20.

passenger trainmen were not required to couple or uncouple air or steam hose.³ When it was necessary to "double" hills with freight trains, trainmen were to receive actual mileage for such doubling on the same basis as other mileage.⁴

It was the responsibility of the Division Superintendent to see that trainmen had full opportunity for proper rest, according to the 1906 agreement. It was further provided that "After fourteen hours' continuous service trainmen may after reaching terminal, call for and will be allowed eight hours rest before being called to go out, except in cases of emergency."⁵ The two exceptions contained in this rule should provide some indication of working conditions in 1906. The fact that trainmen may "after reaching terminal" call for certain rest indicates that there was no limit on the amount of time they could be held on duty so long as they had not reached their terminal. Furthermore, being able to demand eight hours rest after fourteen hours' continuous service was not of great significance so long as exceptions could be made in cases of emergency. This problem was later solved by legal limits being placed on the number of hours trainmen could be held on duty.

The agreement which became effective April 1, 1907 made no changes in the payment for additional allowances. By

3. Ibid, Rule 21.

4. When a train was too heavy to be pulled over a hill, it was cut into two sections which could be pulled over individually. Since this involved doubling back for the second half of the train, it was called "doubling a hill."

5. Schedule for Employees in Train Service, 1906, Rule 22.

1912, however, numerous changes appeared. In the agreement which became effective in that year the rule which stated that passenger brakemen were entitled to fill permanent and temporary vacancies in baggage cars in accordance with their seniority was expanded by stating that no allowance would be made for deadheading under this rule. This clause was also applied to freight conductors taking extra passenger work and passenger trainmen exercising their seniority to take preference passenger runs which were open for thirty days or longer. This was done in order to eliminate disputes over pay for deadheading on company business but not all sources of misunderstanding were eliminated.

Passenger trainmen who were required to turn or switch their trains or to do any other switching or hard engines at terminals were to be paid for actual time so consumed at regular overtime rates in addition to pay for the trip, according to the 1912 schedule. Passenger trainmen handling baggage or express at terminals were to be paid on the same basis if the time consumed exceeded fifteen minutes. These extra payments did not apply to branch line crews making less than 4,500 miles per month. Passenger trainmen deadheading in connection with a run were to be paid the same as if they had handled the train. Main-line passenger and mail trains consisting of four cars or more were to be manned by a conductor and not less than one brakeman and one flagman.

The rule concerning pay for doubling trains on hills was changed in 1912 so that trainmen doing such work not

only received mileage in addition to the trip for such work but were guaranteed a minimum of eight miles for each double.

The 1912 agreement also contained the following rule concerning extra pay for extra work:

"Trainmen who are required to take a train out of a terminal without being checked by them or being furnished with such check, and are required to check same at intermediate points, or to switch same in station order for their distant terminal or points beyond, shall be compensated for such service on the basis of terminal time in addition to pay for trip. However, trainmen will see that seals are intact and check bills against cars, and if any errors are found to exist, no responsibility will attach to them."⁶

The object of this rule was to avoid doing extra work in addition to making the trip without receiving additional pay. For example, on a 100 mile run trainmen making such run in less than ten hours would receive pay for 100 miles. Under old rules they would have received extra pay for work done at terminals in addition to pay for the 100 miles run. Such being the case, the dispatcher could run them to some intermediate point and have them work on their train for a few hours and then continue on into their distant terminal. Unless they were on duty more than ten hours, they would receive no additional pay. Such tactics on the part of the management could be eliminated by requiring that checking and switching done on the train at an intermediate point would be paid for in addition to the trip just as it would be if the work were performed at a terminal. The rule quoted

6. Schedule for Employees in Train Service, 1912, Rule 12.

above was a step in that direction.

The rule concerning pay for deadheading remained essentially the same as in previous agreements but some changes were made in detail in 1912. For instance, under the 1907 schedule when deadheading crews to intermediate points the first crew ran the train and the second crew out deadheaded but this order of running and deadheading could be changed on any division by agreement between "the men concerned" and the Division Superintendent. In the 1912 agreement, such a change could be made by agreement between the "Superintendent and the local committee of O.R.C. and B.R.T. on any division."⁷ Here we see the unions becoming more significant in the everyday relationships between management and employees. A further stipulation under the deadheading rule stated that, "When a trainman lays off for his personal convenience and it is necessary to deadhead a man to relieve him, no deadhead time will be allowed."⁸

The rule concerning work-train service which had required ten hours' pay for every calendar day assigned to such service was modified in 1912 so that, if any law prohibited Sunday work, no time was allowed when no service was performed on Sundays. That portion of the rule requiring extra pay for movement of work trains before commencing or after completing a day's work was changed so that the requirement applied only to the first six days or less of such work-train assignment. After the expiration of that period, trainmen were

7. Ibid, Rule 13. O.R.C. refers to Order of Railway Conductors and B.R.T. refers to Brotherhood of Railroad Trainmen.

8. Ibid.

paid on the basis of actual miles or hours, whichever exceeded. This meant that, except during the first six days of an assignment, a crew which ran ten miles before working an eight-hour shift and then another ten miles would receive pay for 100 miles or ten hours. Previously, the crew would have received ten hours' pay for the work-train shift plus one hour extra at the beginning of the day for moving the train and one hour extra at the end of the day for moving the train; i.e., twelve hours' pay for ten hours' work.

The 1912 agreement provided that trainmen not sent out in turn or that were run around at terminals were to be paid 100 miles for each run-around. This provision had previously applied only to pool crews. There were still many exceptions to this requirement, however. For instance, inexperienced men who had worked less than thirty days held no rights and any trainman "without date" (seniority date) was not entitled to pay for a run-around. In case of a wreck call necessitating the immediate use of the wrecker, the first men available were used and men run around by such call were not entitled to compensation.⁹ Assigned crews arriving at terminals too late to come out on their regular runs were required to be placed first out after proper rest in order to enable them to reach their proper terminals in time to bring out their regular runs without loss of time.¹⁰

9. Schedule for Employees in Train Service, 1912, Rule 17.

10. Ibid, Rule 18.

The rule requiring that trainmen who were delayed because of a wreck, washout or snow blockade should be paid for the first ten hours held in addition to the time or miles made that day, and allowed not less than 100 miles for each succeeding day was changed in 1912 by the further requirement that such allowances should be paid "at the rate for class of service in which engaged." A further modification was that trainmen who were tied up between terminals prior to the expiration of fourteen hours' service would go automatically on duty after eight hours rest, "and shall be paid not less than a minimum day for each leg of the trip, and as much more as they would earn under the schedule rules."¹¹ Another requirement was that crews must be advised before leaving their terminal whether they were called for a turnaround or straight-away trip, and the trip must be completed as originally called.

Road crews tied up between terminals and then towed or deadheaded, either with or without caboose, to the terminal were to be paid time or miles for such tow or deadhead trip. This rule made it possible for trainmen to be paid for deadheading at the same time that they were being held off duty in compliance with the Hours of Service Act of 1907, which stated that no trainman could be on duty more than sixteen hours in any twenty-four hour period.¹²

11. Ibid, Rule 20.

12. 59th U. S. Congress, Sess. II, Vol. 34, Part 1, Chap. 2939, Public, No. 274 (1907).

The rule involving one hour's pay for trainmen required to shovel coal on to engines was expanded by the addition of the clause, "by means of hand or air hoist derricks, with buckets."¹³ This was an attempt to eliminate disagreement over what constituted "coaling" engines and meant that even the operation of machinery used to load coal on engines was to require extra payment for the trainmen involved.

Evidently much of the extra work which trainmen had previously been required to do at terminals had been eliminated by 1924, as the rule which provided that they be paid extra for time spent at terminals doing switching, handling freight, checking trains, coupling trains, repairing air brakes, coupling air hose, inspecting cars and air brakes, and closing car doors was re-written in the 1924 agreement as follows: "The time consumed by freight trainmen at terminals doing switching will be paid for in addition to pay for trip."¹⁴ It was further agreed that in calculating the time engaged in switching under the rules, regulations and practices retained in the schedule the time would be continuous from the time the work was begun until it was completed and the train coupled together. Examples given in the schedule to show how this rule should be applied indicated that such work would not be paid for twice. For example, if two hours' switching were done at a terminal and then a run of 100 miles made and the total time on duty was ten hours, the crew would not be paid

13. Schedule for Employees in Train Service, 1912, Rule 21.

14. Schedule for Trainmen, 1924, Rule 11.

for two hours' switching, plus 100 miles, plus two hours overtime, but would have to make a choice between the overtime payment and the terminal work payment. This did not represent a loss to the trainmen but it did protect the company from disputes over interpretation of the rule.

That portion of the rule regarding extra mileage for doubling on hills which had specified a minimum of eight miles for each double was eliminated in the 1924 schedule. Only the actual miles made doubling were to be allowed.

A new rule stated that no payment would be made to trainmen for deadheading to exercise their seniority or to any trainman displaced by the exercise of seniority. This had been implied in previous agreements but not specifically stated.

The rule which required that trainmen not sent out in their turn or that were run around at terminals should be paid 100 miles for each run around was amended as follows:
 "This not to apply after crews are on duty and under pay."¹⁵

The rule requiring pay for trainmen who were delayed between terminals was rewritten to a large extent and expanded considerably. In the 1924 schedule, Paragraph (a) required that,

"When trainmen are delayed between terminals on account of wreck, washout or snow blockade, they shall be paid for the first eight hours so held at pro-rata rate in addition to time or miles made that day and for each succeeding day will be allowed not less than 100 miles at the rate for class of service in which engaged."¹⁶

15. Ibid, Rule 17.

16. Ibid, Rule 20.

When trainmen were tied up between terminals in compliance with the 16-hour law, they were allowed at least a minimum day for each leg of the trip. Therefore, "it is understood that time and one-half will only apply when computed...on each leg of the trip separately and does not apply to dead-heading except when done in connection with a turnaround trip."¹⁷

Because of its financial significance to trainmen, the most important addition made to Rule 20 in the 1924 schedule was as follows:

"Trainmen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding 8 hours or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should a trainman be called for duty after pay begins, time will be computed continuously, provided, that if overtime accrues on the trip, that portion of the overtime due to starting pay at the expiration of the 16-hour period instead of at the time actually required to report for duty, shall be paid at the pro-rata rate, in order that time and one-half time for overtime will not be so applied as to increase the rates paid for time growing out of the held away from terminal rule. For the purpose of applying this rule the railroad will designate the home terminal for each crew in pool freight and in unassigned service."¹⁸

This is what trainmen refer to as "alimony" and it was a tremendous gain as it prevented the railroad from causing

17. Schedule for Trainmen, 1924, Rule 20.

18. Ibid.

them to lose a day's work while at an away-from-home-terminal. One defect was the fact that unless a trainman remained in the away-from-home terminal the full twenty-four hours, he might "run out his alimony" on the return trip home. For example, a man delayed twenty hours would have four hours alimony earned. If he were called for duty then and made a 100 mile run in anything less than eight hours ($100 \text{ divided by } 12\frac{1}{2}$) he would lose the difference between eight hours and his actual running time, as this difference is subtracted from the four hours alimony he had coming. This portion of the alimony rule was the source of much complaint, but it was not until November 21, 1947 that it was changed so that all losses of alimony were eliminated.

The 1924 schedule deleted the agreements made at Chicago April 1, 1907 but retained those of April 1, 1908. The only change made in this section was the following interpretation concerning procedure under the Hours of Service Act of 1907, otherwise known as the 16-hour law:

"When crews are tied up between terminals under the law there are two periods when time begins on such trips and for these two periods time must be separately computed to determine when the punitive overtime rate applies. The first computation of time begins at the time from which road overtime is computed at initial terminal. The second computation of time begins when the crew goes on pay after the tie-up and time and one-half will be paid after 8 hours where the distance run is 100 miles or less and after the time equivalent of the miles divided by $12\frac{1}{2}$ where the distance run is over 100 miles. If the crew is relieved under the law and deadheads or is towed to terminal they will be paid therefor the same as if they had run the train to such terminal."¹⁹

The agreement of 1929 made some changes in the rule covering payment for freight trainmen deadheading. That portion which stated that the allowance would be "actual mileage" was changed to read "miles or hours."²⁰ This meant that a man deadheading could receive pay for overtime, whereas under the old clause he did not. The clause which provided that a committee of the Brotherhood of Railroad Trainmen could, by agreement with the superintendent of any division, change the order in which crews would be called for deadheading when they were being deadheaded to an intermediate point was deleted from the 1929 schedule. Instead, it was provided that in such cases the first crew out would run the train and the second crew out should deadhead. These were the only changes made in 1929 so far as additional allowances are concerned.

The 1941 agreement included numerous new provisions and revisions of old rules in connection with additional allowances. Provision for payment of men tied up between terminals was liberalized by adding that "Trainmen tied up at an intermediate point and again called in less than 3 hours are on continuous time."²¹

The alimony rule was improved by providing that such time could not be absorbed by combining it as continuous time with subsequent deadheading on a passenger train. When such time was not absorbed through the operation of the continuous time basis on the next trip, it was to be

20. Schedule for Trainmen, 1929, Rule 13.

21. Schedule for Trainmen, 1941, Rule 30.

paid for at the rate of the trip on which the employee arrived at the distant terminal. The following illustration will serve to show that the first improvement in the alimony rule stated above virtually amounted to a raise in pay: A trainman working east out of Havre, Montana, and detained at Glasgow, Montana, (153 miles east of Havre) for twenty hours and then called to deadhead to Havre on a passenger train would have four hours' detention time "made" at the time he was called. However, the amount of time less than twelve hours and fifteen minutes (153 miles divided by $12\frac{1}{2}$ miles per hour) that he was on duty would be deducted from his detention time. Since a passenger train travels from Glasgow to Havre in three hours, the amount deducted would be greater than the total detention time made and the trainman would lose all of it. In other words, he would run out his alimony. The provision cited above was designed to prevent this for crews deadheading on a passenger train.

The rule which had previously provided that trainmen with a Sunday lay-over on a regular run away from division headquarters would be notified if need on Sunday was changed in 1941 to apply to a lay-over on any day of the week. Men not notified could absent themselves until time for going on duty on the next trip of their regular assignment. If notified and then not used, they would receive a minimum day at the established rates applicable to their assignment.

The 1929 schedule had stated that trainmen called to attend court "or any other business at the request of the

company," should be paid their regular rates of pay per day plus necessary expenses when called to leave home. This was expanded in 1941 as follows:

"Regularly assigned trainmen held from their assignment to attend court or inquest at the request of the Company will be allowed one day at their regular rate for each day so held, but not less than the earnings of their assignment for the total period so held from it. Trainmen not holding any assignment and attending court or inquest at request of the Company, or regularly assigned trainmen so attending in addition to performing all service on their assignment, will be allowed one day at regular rate of pay for each day such court service is required, and without deduction from any other compensation earned. If attendance at court or inquest is requested by the Company during their regular hours of service in lieu of such regular service, no additional payment will be allowed. Any court or witness fees received will be assigned to the Company. If required to leave their home point, necessary actual expenses will be allowed."²²

The object of this rule was to prevent a trainman from losing money while being held out of service for the convenience of the company. The detailed statement was necessary because of the fact that no two jobs in train service are identical and, in freight service, no two trips are ever exactly alike.

The 1941 agreement consolidated all rules on deadheading in Article VIII, added some new clauses and included a number of examples to show when deadheading would and would not be paid for. To clarify, no deadhead time is allowed a man "laying off" for his own convenience or to the man

22. Schedule for Trainmen, 1941, Rule 37.

relieving him. Men exercising seniority and those displaced by them do not receive deadhead time. However, a trainman relieving a man because of his illness or illness in his immediate family is paid for deadheading. It was further provided that,

"Trainmen deadheading by order of the Company in connection with passenger service will be allowed actual miles or actual hours for such deadheading, whichever is the greater, at passenger rates, but not less than a minimum passenger day; except that when deadheading to or from a point intermediate between passenger terminals, such deadheading may be combined with the passenger service in connection with which deadheading is performed and paid for as continuous time, provided that where the service performed is paid freight rate, the allowable deadheading in connection therewith will be paid freight rate."²³

It was further provided that trainmen deadheading for passenger service should be deadheaded on passenger trains so far as practicable.

In addition to previous requirements, the 1941 agreement stated that trainmen deadheading in connection with freight service were to be paid "at the rate of pay for the service for which deadheaded, but not less than a minimum freight day."²⁴ Trainmen deadheading back to their home terminal from a distant terminal "will be paid for such deadheading at the rate of pay of the trip upon which they arrived at the distant terminal."²⁵

A new rule was added in 1941 to cover deadheading in connection with new assignments:

23. Ibid., Rule 42.

24. Ibid., Rule 43.

25. Ibid., Rule 46.

"When an assignment is bulletined to commence service at the Division terminal, no deadheading in connection with such assignment will be paid. When an assignment is bulletined to commence service at other than the Division terminal, the first trainman sent to such outlying point will be paid deadheading either from the division terminal, or from point of last service, whichever is the shorter distance, unless service is furnished to such outlying point in lieu of deadheading. If later displaced by a senior man, either the successful bidder or otherwise, no further deadheading will be allowed."²⁶

Although it had been previously agreed that trainmen taking new positions by seniority were not to be paid for deadheading, evidently there had been some misunderstanding in regard to new assignments. The above rule clarified this by providing that the first man sent to a new assignment would be paid for deadheading and all others would deadhead on their own time.

An entirely new rule governing the handling of freight shipments, moving on freight billing under freight tariffs, in trains assigned or run as passenger trains was included in the 1941 schedule. It provided that,

"If such shipments are handled in cars not equipped for regular movement in passenger trains, the handling of such equipment constitutes a freight train movement. If such movement is only occasional or incidental, freight rates will be paid for the trip in accordance with the classification of freight service rendered, but without change in assignment or application of freight rules or terminals. If such freight movement is regularly part of the work of the train, assignment of run and application of rates and rules

26. Ibid, Rule 44.

will be made as provided for freight train service.

"If such shipments are handled in cars equipped for regular movement in passenger trains, the run will be assigned, and operated as to rules and terminals, as a passenger train, but there shall be added to the regular passenger rate the differentials as shown below for the actual mileage over which the freight service is performed. Through service as there shown shall be understood to mean the handling of shipments on that run in ~~unbroken~~ carloads; local service shall be understood to mean the handling of shipments loaded or unloaded from cars enroute while on that run:

| | Through Service Cents Per Mi. | Local Service Cents Per Mi. |
|---|--|--------------------------------------|
| Brakeman or Flagman East of Minot..... | 1.96 | 2.43 |
| Brakeman or Flagman West of Minot..... | 1.88 | 2.35 |
| Baggageman..... | 1.74 | 2.21 |
| Baggageman handling either express or U.S. Mail. | 1.52 | 1.99 |
| Baggageman handling both express and U.S. Mail. | 1.29 | 1.76 ²⁷ |

However, it was specifically provided in the 1941 agreement that these special rules were not to apply to silk, fish and berry specials covered by other rules,

"nor to milk and cream or similar commodities handled on special billing as 'passenger train freight' or 'way billed baggage', nor to commodities of any kind handled on express billing. It is further understood and agreed that these rules do not apply to passenger equipped cars which are returned empty, nor to the incidental return movement of less than carload merchandise returned to its proper destination account carried by in error, and is without prejudice to the proper application of combined service rule of this agreement.

"If trains are run composed of passenger equipment only, but handling only fast freight as provided herein, they will be classified and operated as passenger runs, subject to the differential rates provided."²⁸

27. Ibid., Rule 62.

28. Ibid.

Here was an attempt on the part of the trainmen to provide for changing conditions which had made it difficult, in certain instances, to draw the line between freight service and passenger service. The object of the rules quoted above was to establish definitely the rates at which trainmen should be paid for the work performed.

Passenger trainmen required to report at their initial terminal station more than thirty minutes prior to the scheduled leaving time of their train must be paid for the excess over thirty minutes at regular passenger rates, according to the 1941 agreement. This, and payments for herding, switching, handling baggage and express at terminals, was not to apply to trainmen assigned to less than 4,500 actual miles per month until after the monthly guarantee had been earned. For example, a trainman on a run making 4,000 miles per month and receiving the minimum monthly guarantee would not receive extra pay for such extra work until his total earnings equaled his minimum monthly guarantee. Thereafter, extra work would result in extra payment.

Under the 1929 schedule, when trainmen were called for a train which was not run, they received one day's pay. Under the new agreement when the call was "annulled" before the expiration of four hours the passenger trainmen received four hours' pay and would stand first out. However,

"If such call is annulled after four hours, and before the expiration of seven and one-half hours, they shall receive one day's pay at passenger rate and thereafter stand last out. If such

call is annulled after seven and one-half hours, they shall receive payment for all time so held, as per schedule rules, and thereafter stand last out."²⁹

The special rules covering temporary work-train service were changed so that they applied on assignments of ten days or less rather than six days or less. While previous rules for temporary work-train service had required that crews held over Sunday in their home terminal but not used on Sunday would be paid for that day if the service were not discontinued, the new rules stated that they would be held for service Monday and paid for Sunday if the service was to be continued Monday. This meant that when such service tied up in the home terminal on Saturday night and was not to be resumed until, say, Tuesday, the crew would be released on Saturday night and a new crew called when the service was resumed. In this way, misunderstandings about being held for service could be avoided. Another addition to work-train rules provided that trainmen in such service, "if tied up between terminals without a caboose, where there are no accommodations for them to eat or sleep, will be paid continuous time while so tied up, at pro rata rates."³⁰ Here is an example of the trainmen making it expensive for management to fail to provide reasonable working conditions.

The development of rules governing additional allowances for trainmen from 1906 to 1941 indicates a three-purpose program on the part of the Brotherhood of Railroad Trainmen.

29. Schedule for Trainmen, 1941, Rule 70.

30. Ibid, Rule 79.

The objectives were: first, to reduce the amount of work required of the individual trainman; second, to get extra compensation for trainmen performing tasks not involving road mileage; and, third, to improve working conditions in general for those in train service.

These objectives were interrelated. The amount of work required of trainmen was reduced both by outright prohibition of certain tasks and by requiring extra pay for other work. For example, the amount of time trainmen spent in terminals coupling up air hoses was reduced by agreeing that they would not be required to do such work where car-men were employed. On the other hand, any requirement of extra pay for extra work has a tendency to reduce the amount of extra work required even without a direct prohibition. Efficient management keeps extra payments at a minimum wherever possible and that involves a reduction in extra work.

Extra compensation for tasks not involving road mileage refers to such things as switching at terminals, loading and unloading freight at terminals, and the like. Some of this work must, unavoidably, be done by trainmen in addition to running their train from one terminal to another. Where such is the case, the Brotherhood of Railroad Trainmen has constantly sought to get extra payments for trainmen doing the additional work involved.

The third objective, that of improving working conditions in general for those in train service, has been accomplished by making poor working conditions an additional expense for

the railroad company. An example of this approach is the Sunday lay-over rule which requires that, when management wants trainmen to be available in case they are needed on their lay-over day, those trainmen must be paid for holding themselves in readiness for a call. Unless they are notified to be available on their lay-over day, they may absent themselves from duty until time for their regular run. Previous to the time this rule became effective, trainmen on regular runs were constantly available for work but did not receive pay unless called. What this amounted to was that a trainman had to stay at home on his lay-over day in order to avoid missing a call.

Additional allowances have not been the only factor in the improvement of the status and general working conditions of trainmen, however. Rules concerning seniority and its relationship to promotions and the filling of vacancies have been of equal, if not greater, significance. As these rules are treated in such detail in the agreements, the following chapter is devoted to a discussion of their development and meaning.

CHAPTER VI

SENIORITY

According to the 1906 agreement, freight conductors were given extra passenger work in the order of their seniority but when a regular run was open for thirty days or longer, the senior passenger trainman was entitled to it. Passenger trainmen were also entitled to fill temporary vacancies in baggage cars "whenever possible."¹

In regard to seniority and promotions, the 1906 schedule specified that trainmen would be promoted on their respective divisions according to their fitness for the position, previous record for faithful service, and length of service. This method of promotion also applied to the recruiting of train baggagemen from the ranks of passenger brakemen. Since brakemen in 1906 were either passenger brakemen or freight brakemen, provision was made for any of those who had three or more years of service to be allowed six months' seniority rights in the other service if they desired to transfer. However, men accepting these privileges forfeited all rights in their former class of service. A further stipulation in regard to promotions was that "men not promoted according to seniority shall be given a reason in writing provided it is requested in writing."²

Provision was made in the 1906 agreement for the hiring

1. Schedule for Employees in Train Service, 1906, Rule 5.

2. Ibid, Rule 23.

of conductors as well as promotions, with the requirement that one conductor be hired for every two brakemen promoted. When hiring conductors, qualified brakemen in service were to be given preference. No brakeman could be promoted who did not have at least two years experience as freight brakeman on a steam surface railway and no conductor could be hired who did not have equivalent experience.

The 1906 agreement also provided that when a reduction in force was made, the youngest man should be suspended first. Furthermore,

"A man's rank as conductor has no effect upon his rank as brakemen, and should it become necessary to reduce the force to such an extent that there are brakemen older in the service than conductors acting as brakemen, all things being equal, the brakeman on account of his age in service shall have preference as to employment; but when the number of conductors is again increased, the conductor so suspended on account of the seniority of the brakeman, will resume his old rank as conductor. The same rule applies in case of passenger conductors reduced to freight service, and baggagemen reduced to passenger brakemen."³

It was agreed that when one division was short of men and another had a surplus, trainmen could be transferred temporarily and would lose no rights on their original division if they returned within six months. Men so transferred had the privilege of returning to their original division before the force on that division was otherwise increased. If

3. Ibid, Rule 25.

they were permanently transferred, they ranked as new men as of the date of their temporary transfer.

To clarify the establishment of a man's relative position on the seniority roster, rule No. 27 of the 1906 agreement stated that,

"trainmen will take rank from date of their appointment or promotion, and will have choice of runs on their respective divisions to which their age in service entitles them. Temporary assignment as conductor or train baggageman in emergency does not constitute a promotion. In case two or more brakemen are examined on the same day, seniority in service will govern relative standing. If on account of sickness or other cause beyond his control a man is unable to present himself for examination in regular turn, it will not affect the record date of his promotion."

When track was transferred from one division to another, superintendents of the divisions affected agreed as to the number of crews required to operate the tracks. Then, trainmen on the division losing the track were given the opportunity according to their seniority to transfer to the division receiving the track. When so transferred, such men were placed on the seniority roster of their new division according to the date they held rights on the division from which transferred.

The agreement of 1907 was concerned primarily with pay rate changes and did not change any of the rules concerning seniority, promotions and the filling of vacancies. Changes were made in the 1912 agreement, however. Regularly assigned work trains were required to be bulletined ten days so

that conductors could exercise seniority and "be assigned if competent and old enough to hold a regular car."⁴ According to rule No. 17 of the 1912 schedule freight trainmen were to be run on a first-in, first-out basis. When assigned to a run temporarily vacated by a regular man, an extra brakeman would hold the run until the regular man returned. However, the extra man could not hold the regular run for over fifteen days if a man senior to him applied for it. Extra conductor work was to be done by the senior conductor available but, "after he has made one round trip on a preference run any conductor older in the service can take such preference run, but no deadhead time will be allowed in making the change."⁵ Some teeth were put into the prohibition against running crews off their own division except in cases of emergency by adding that if they were so used, such crews would "receive not less than 100 miles for each calendar day held."⁶ It was further provided in 1912 that when a crew used in an emergency on another division was deadheaded back to its own division out of its turn, crews run around were not to claim time.

The rule regarding promotions was changed slightly in 1912. For instance, men having three years' rights in one class of service could forfeit such rights and transfer to

4. Schedule for Employees in Train Service, 1912, Rule 11.

5. Ibid., Rule 17.

6. Ibid.

the other class of service on the same division with one year, rather than six months', rights. Another clause states that men not promoted according to seniority must be given a reason in writing. Previously, this was done only when the trainman not promoted requested, in writing, an explanation. Under the new rule, all trainmen not promoted according to seniority would receive a written explanation, whether they requested it or not.

The requirement found in the 1906 agreement that one conductor be hired for every two brakemen promoted was expanded in 1912 by the addition of the following:

"In the employment of brakemen experienced men shall be given preference. Inexperienced men shall not hold rights over experienced men until they have been thirty (30) days in the service, at which time they shall receive date. Brakemen without date who are run around will not be entitled to compensation therefor."⁷

The rule regarding the exercise of seniority in order to take an assignment was expanded considerably in 1912. "Any man declining a run must do so in writing," was changed to read as follows:

"Vacancies and new runs will be bulletined by Superintendents at district terminals where trainmen are affected. A man failing to apply for a run within thirty days will forfeit all rights to such run, to the man accepting it and to him only."⁸

In order to definitely establish when a trainman could exercise his seniority to displace a trainman younger in the

7. Ibid, Rule 24.

8. Ibid, Rule 25.

service, the following paragraph was added to rule No. 25:

"A change of time from day to night, change in points of layover, or curtailment of mileage to the extent of 400 miles per month will be considered sufficient cause for a trainman to claim another and more desirable run which he may be entitled to by seniority, provided that such claim is made within thirty days after the change is made. Should the run be taken off, he shall return to his former run unless a run has been vacated or created which is preference to his former run."⁹

It was further specified that no deadhead time would be allowed a trainman exercising seniority under this rule.

The procedure governing the temporary transfer of men from one division to another was changed in 1912 so that such trainmen could not be retained on the division to which temporarily transferred if there were available men holding rights on that division. The rule stating that freight trainmen assigned to temporary passenger or yard service should not lose their rights thereby was expanded by the clause, "Temporary assignment not to exceed sixty days."¹⁰

In order to give the trainmen some voice in deciding who would get new work, a new clause was added to the rule concerning transfer of track and men from one division to another. It provided that when new track was built by the Great Northern, the Brotherhood of Railroad Trainmen and the Order of Railway Conductors would decide from which division or divisions men would be taken to man the new lines. As

9. Schedule for Employees in Train Service, 1912, Rule 25.

10. Ibid., Rule 29.

such decisions had previously been made by management alone, the unions took over a managerial function by this clause. Here is evidence of the growing importance of the Brotherhood of Railroad Trainmen as a representative of those in train service.

The agreement that leaves of absence would not exceed six months except in case of sickness was changed in 1912 so that those on leave because of disability would not lose their rights.

The 1907 agreement had provided that trainmen assigned to the position of agent or yardmaster would not retain their road rights for a period longer than their previous service on the road. The 1912 schedule completely re-wrote this rule and stated that when a,

"trainman is promoted to an official position (agents or yardmasters excluded, except General Yardmaster) or is employed as salaried Chairman of the O.R.C. or B. of R.T., he will be considered in the service of the company as to his rank and rights of promotion and will retain the same rank that he would have gained if in actual service."¹¹

This kind of a rule makes it possible for a man promoted to an official position to maintain his loyalty to his fellow workers. The writer knows of one instance in the strike of 1946 in which a trainmaster who held rights as a conductor was ordered to run a passenger train which strikers refused to man. The trainmaster refused to obey this order, was

11. Ibid, Rule 37.

relieved of his official position, and is now running as a conductor. Had he been forced to give up his rights when he accepted his official position, he probably would not have been able to refuse to act as a strikebreaker.

Arrangements made in 1907 for "cutting the board" when work slowed down evidently did not prove satisfactory as this rule was completely overhauled in 1912. The new version read as follows:

"No more trainmen will be employed on any division than are necessary to handle the business with safety and dispatch. Chain gang crews will be permitted to earn an equivalent of 3000 miles per month. This rule will not operate to prevent crews from making more than 3000 miles per month."¹²

The intent of this rule was to enhance the value of seniority. It did this by assuring those old enough in service to hold a job that they would get enough work to provide a living wage. When there was not enough work available so that all could make at least the equivalent of 3,000 miles per month, the working force would automatically be reduced to a point where those remaining on the job could earn the minimum provided.

In 1924, to clarify the procedure to be followed in connection with the use of trainmen on short trips, the following rule was added to the schedule:

"Trainmen in pool or irregular freight service may be called to make short trips or turnarounds with the understanding that one or more turnaround trips may be

12. Schedule for Employees in Train Service, 1912, Rule 40.

started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day; provided--(1) That the mileage of all the trips does not exceed 100 miles, and (2) That men shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty 3 consecutive hours, except as a new day, subject to the first-in-first-out rule or practice."¹³

This was an exception to the rule that trainmen arriving at terminals were automatically released from duty. It was a necessary exception to enable management to run crews in and out of terminals on short trips without having to pay a minimum day every time the crew entered a terminal.

Fundamental considerations in regard to promotions remained the same in 1924, but some changes in detail were made. The agreement of that year stated specifically that train baggagemen must be promoted from the ranks of brakemen, which included all brakemen rather than just those in passenger service, as had previously been the case. Furthermore, brakemen with two or more years of seniority in one class of service were credited with two years' rights in the other class of service; i.e., they would hold rights in both passenger and freight service. All brakemen with less than two years' seniority were given dual seniority in both classes of service, equivalent to their age in the service for which they were originally hired. Thus, with the 1924 schedule, all trainmen held rights in both passenger and freight service rather than in just one as had been the case under previous agreements. It was further provided that,

13. Schedule for Trainmen, 1924, Rule 10.

"Brakemen electing to accept extra or regular passenger service are required to equip themselves with standard uniforms. Brakemen who are runaround on account of not being so equipped will not be compensated under the run-around rule."¹⁴

New rules governing the assignment and work of train baggagemen and those in combination service (brakeman and baggageman) are found in the agreement of 1929. Combinationmen were to be promoted from the ranks of trainmen in accordance with their seniority as passenger brakemen. Furthermore,

"Senior qualified applicants for such service will be assigned and their names will be placed upon a separate seniority list for that seniority district, as of the date of their promotion and they will, in accordance with seniority between combinationmen, have preference to combination service on their respective seniority districts."¹⁵

Any trainman promoted to combinationsman and then electing to accept other service would lose all his rights in combination service, except when required to perform other service in an emergency or in case of a reduction of force in combination service. It was stipulated that a combinationsman would not establish a seniority date on the combination service roster until assigned to regular service on a regular run. Furthermore, "the temporary suspension of motorized passenger train service by the substitution of steam train service will not break the continuity of service of combination men."¹⁶

As in the past, train baggagemen continued under the

14. Ibid, Rule 23.

15. Schedule for Trainmen, 1929, Rule 6.

16. Ibid.

1929 schedule to be promoted from the ranks of brakemen and the filling of temporary positions in baggage service was not considered to be the equivalent of promotion. Seniority districts for baggagemen were designated as from Havre, Montana to St. Paul, Minnesota and from Havre west. In order to determine from which divisions baggagemen were to be selected, a new clause stated that,

"Baggage service will be prorated on a mileage basis between the divisions over which baggage runs are operated. When a division is thus privileged to provide a baggageman the senior passenger brakeman from that division, applying in writing to the proper officer, will be assigned."¹⁷

Vacancies in baggage service for a period of less than fifteen days were to be filled by the oldest available passenger brakemen at the baggage terminal where the vacancy existed. These brakemen had to be competent to handle baggage and dynamo service. A new clause to provide for the filling of vacancies for periods longer than fifteen days read as follows:

"When it is known that a vacancy will be for 15 days or more the senior train baggageman applying for it will be assigned and if the vacancy is for thirty days or more, it will be bulletined on the division next entitled to a regular baggage position and the senior applicant assigned."¹⁸

Regular baggage terminals were to be observed in all cases except where trains started or terminated at points not regular baggage terminals. This rule was to apply in the handling of specials, run either as sections of regular trains or as

17. Ibid, Rule 6.

18. Ibid.

extras, or when baggagemen handled deadhead equipment for the purpose of returning with passengers or vice versa. Fraternity specials were to be manned by the senior available baggageman, either extra or regular, who was a member of the fraternity chartering the train. Special provisions were made for the manning of extra baggage service out of St. Paul, depending on which division the train was run on. A further provision was made that when a Kalispell Division baggageman laid off at Spokane for fifteen days or less, the vacancy created was to be filled by the senior available Kalispell Division passenger brakeman, but no deadhead time would be allowed.

As under previous agreements, the 1929 schedule required that freight trainmen in pool and unassigned service were to be run first-in and first-out on the district or division to which they were assigned. Extra passenger and freight brakemen were to be assigned to the extra list and run first-in and first-out in their respective classes.

A new clause was added in 1929 to govern the filling of temporary vacancies in train service. It read as follows:

"Temporary vacancies will be filled for the first ten (10) calendar days by the brakemen standing first out on the extra list, and upon completion of each round trip will be again marked upon the extra list, except that extra brakemen filling temporary vacancies on branch or isolated runs which terminate away from point where extra list is maintained, will hold the run for the first ten (10) calendar days. Temporary vacancies after the first ten (10) calendar days will be filled by the senior trainman making application."¹⁹

19. Ibid, Rule 17.

Because of this ten-day reservation, the above rule is considered to be an important source of work for trainmen on the extra board. Regular assigned trainmen who laid off and then returned to service were required to report for work before the arrival of the run at its home terminal or designated relief point. The object of these clauses was to avoid unnecessary work involved in bulletining temporary vacancies and "marking up" senior trainmen, and to assure certain work for the extra board.

The requirement that established passenger terminals were to be observed was added to rules governing pay rates for the handling of specials. Trains chartered by fraternal organizations were to be manned by the senior available trainmen who were members of the fraternity chartering the train. In addition,

"special passenger trains run as sections of regular trains or as extra, or where a crew handles deadhead passenger equipment for the purpose of the crew returning with passengers, or vice versa, regular passenger terminals will be observed. These trains are to be manned by extra uniformed trainmen when available and when not available, to be manned by trainmen standing first out in the pool."²⁰

A clause was added in 1929 stating that no changes would be made in seniority dates on seniority rosters unless application was made within six months of the date of the roster first showing the date in dispute. The object of this clause was to keep rosters corrected and prevent disputes from extending over an unlimited period of time.

20. Schedule for Trainmen, 1929, Rule 19.

Under the agreement of 1929, men hired as conductors but who had not served as brakemen previous to their performance of service as conductor on the Great Northern were to establish seniority dates as brakemen as of the date they first ran trains. The date thus established could not be previous to August 22, 1919. Conductors giving up their rights as conductors and asserting their seniority as brakemen would automatically lose their running rights under this rule.

Rules governing the filling of vacancies were rewritten and expanded in 1929. The portion which had merely required that vacancies and new runs be bulletined was changed to provide for bulletining for a period of ten days. Furthermore,

"The senior trainman making application in writing will be notified and assigned immediately after the closing date of the bulletin. A trainman failing to apply in writing for a run within ten (10) days will forfeit all rights to such run to the man accepting it and to him only."²¹

This rule had previously provided that trainmen would have thirty days in which to apply for a run. The very complicated clause of the 1921 schedule which was designed to indicate when a trainman could exercise his seniority to take another run was rewritten as follows: "Runs affected by either a change of time from day or night, point of layover, or change of 400 or more actual miles per month will be considered vacant."²²

An entirely new clause was added in the 1929 schedule to govern the assignment of work on the Mesabi Division. It read

21. Ibid, Rule 25.

22. Ibid.

as follows:

"Positions in road range service, Mesabi Division, will be designated by the regular starting time of the assignment. A trainman who has secured a position by being the senior applicant during the seven days that the assignment is open for bids will hold it until he obtains another position by being the senior applicant or until he is displaced by another trainman who is forced to leave a run account of it being discontinued or due to the exercise of seniority. A trainman displaced account of the exercise of seniority may in turn displace another junior man in Range Service but must designate the position of his choice not later than three days after being displaced and will then promptly accept such service. Range trainmen returning to service after leave of absence will report for work before the expiration of the rest period of the extra trainman whom he intends to displace."²³

The designation of these positions by starting time made them similar to yard service jobs and different from regular pool freight service, which is run on a first-in and first-out basis. This special rule was designed to give special treatment to a service which was unlike any other service on the Great Northern system.

The 1929 schedule included a complete list of seniority districts for every division on the Great Northern. Mileage on each district was regarded as the exclusive territory of men holding rights in that district and, unless otherwise stated, the running of trains on such track by men from another district necessitated a subsequent equalization of

23. Ibid.

miles. This meant, for example, that for every mile Kalispell Division trainmen run on the Butte Division, trainmen from the Butte Division must run one mile on the Kalispell Division. This is a good example of the establishment of property rights in a job. During slack times particularly, the matter of preserving the work on each district for those holding rights on that district was important to the trainmen concerned.

Trainmen promoted to official positions, such as yardmaster, or employed by the Brotherhood of Railroad Trainmen were to be considered in the service of the company as to their rank and rights of promotion "and shall retain the same rights they would have gained if in actual service as trainmen."²⁴ This rule had previously listed certain positions as being exceptions but in the 1929 agreement such exceptions were deleted.

Practically speaking, the seniority rules were not changed by the 1941 agreement. Two rules concerning rosters were added, one providing that separate rosters for brakemen, combination brakemen and baggagemen, and baggagemen were to be issued as soon as possible after January 1st each year. Each roster was to contain a correct list of the respective trainmen and their seniority date and would be open for protest for six months from the date of posting. After that, no protest could be made and the roster was official except that typographical errors could be corrected. Rosters were to be

²⁴. Schedule for Trainmen, 1929, Rule 37.

posted "at each point where Trainmen's bulletin boards are maintained. Copy of each roster will be furnished to General Chairman and to Local Chairmen on their respective districts."²⁵

In the 1929 agreement, trainmen were to be promoted in accordance with their fitness for the position, previous record for faithful service and length of service. In 1941, this rule was changed so that it read: "Trainmen will be in line for promotion on their respective seniority districts based on seniority, fitness and ability."²⁶ This change was to reduce the possibility of discrimination in connection with promotions.

Rules concerning the filling of vacancies and extra service were expanded considerably in 1941. Other than in baggage service and Mesabi Mine Run Service, a temporary vacancy was defined as one which continued for less than sixty days and anything in excess of that was considered a permanent vacancy. A permanent position was one continuing for more than ten days while a shorter period was classed as a temporary position.

Permanent vacancies or permanent new positions were to be bulletined for ten days and filled by the senior qualified trainman making application. This method was also required for regularly assigned work train service. A vacancy which occurred because of a change in the run, such as starting time, layover point, or monthly mileage, could be filled during the

25. Schedule for Trainmen, 1941, Rule 16.

26. Ibid, Rule 17.

bulletining period by the trainman already occupying the position. In all other cases, such vacancy or new assignment was to be filled by the extra board, "but extra trainmen called to fill such vacancies on branches or runs which terminate away from point where extra list is maintained will hold the run for the first ten calendar days."²⁷ The rights of trainmen making application for a position were described as follows in the 1941 agreement:

"An employe bidding on and assigned to a permanent vacancy or new position thereupon forfeits all rights to return to the assignment which he left, and to that assignment only, as long as his successor thereon holds such assignment, except that such forfeiture shall cease if he can no longer hold the assignment he so bid in. An employe failing to bid on a permanent vacancy or new position when it is bulletined thereby forfeits his right to displace the successful bidder from such assignment so long as the non-bidder can hold the service he had when such bulletin was open."²⁸

This rule assured the successful bidder that a trainman who had not applied for the position could not subsequently displace him. It also gave some assurance to the trainman taking a successful bidder's old position of a reasonable degree of security. The object was to let a trainman use his seniority but not abuse it by displacing those his junior when it was not necessary.

Because of frequent changes in pool service, additional assignments to pool service already established were not required to be bulletined but were to be claimed in writing

27. Ibid, Rule 22.

28. Ibid.

and the oldest applicant assigned, "and after the tenth day, the oldest applicant will hold rights to such service, the same as if bulletined."²⁹

Because of the importance of bulletins on vacancies and the exercise of seniority rights in bidding, a new clause was added in 1941 to cover this procedure. It read as follows:

"All bulletins will specify the time and date of closing, whether vacancies thereon are temporary or permanent, terminals of runs bulletined, layover or relief point, nature of service, and days upon which service is to be performed. Bids from employes must be in the hands of the proper officer by the specified time and date of closing. No bids may be withdrawn after specified time and date of closing of bulletin. Copies of all bulletins will be furnished Local Chairman."³⁰

Provision was made by the 1941 agreement for the establishment of extra lists at the headquarters point on seniority districts and other points agreed upon between the management and the Local Committee of the Brotherhood of Railroad Trainmen. The district served by each extra board was to be specified and the number assigned to the extra list was to be determined by the Superintendent and the Local Chairman. Where circumstances justified it, separate extra lists could be maintained for passenger and freight service. Where a single list was used, men were to be run first-in first-out in either service according to their qualifications. Whenever the passenger list was exhausted, the first man qualified on the freight list had to be called.

29. Ibid.

30. Ibid., Rule 23.

Temporary vacancies and temporary assignments were to be filled from the extra board for the first ten days. Where a position was on a branch line or terminated away from the point where the extra list was maintained, the first man called held it for ten days, as under previous schedules. Temporary vacancies of more than ten days were to be bulletined and filled by the senior applicant for the remainder of the sixty-day period, unless a reduction in forces necessitated his displacement by a senior man. If the vacancy continued beyond sixty days, it was rebulletined and filled by the senior applicant,

"the man assigned on the temporary vacancy to continue in such service until the close of the permanent bulletin, unless reduction in force necessitates his displacement by a senior man, after which he will return to the position held before accepting the temporary vacancy, except that if he has been absent from his former run more than sixty (60) days, he will exercise his seniority as a free agent."³¹

Circumstances under which the first available trainman could be used on a wreck call without payment for a runaround were expanded by adding, "or any emergency which involves hazard of life or limb, or renders main line impassable."³²

The provision that assigned trainmen delayed so that they did not arrive at terminals in time to come out on their regular runs should, after proper rest, stand first-out was made more specific by adding that they should "stand first-out for unassigned service."³³ This was to enable them to reach

31. Schedule for Trainmen, 1941, Rule 27.

32. Ibid, Rule 29.

33. Ibid, Rule 34.

their home terminal in time to bring out their regular run without further loss of time and was not to be considered a runaround by those not called in their proper turn.

The 1941 schedule contained some new rules in regard to absence from service. Trainmen with regular runs were required to be absent from the assignment for a minimum of one round trip when they laid off. Extra trainmen who laid off had to have their names removed from the extra board for a minimum of twenty-four hours. Mesabi Division Mine Run trainmen who returned to service after a leave of absence were still required to report for work before the expiration of the rest period of the extra man being displaced. In other cases trainmen returning to work after having been absent from service

"must report for work before the arrival of the run at its home terminal or designated relief point on the last trip before date of return, except during the first 10 day period of such lay-off at points where trainmen's extra lists are maintained."³⁴

It will be recalled that a temporary vacancy in excess of ten days was filled by the senior applicant while during the first ten days it was manned by the extra board. The purpose of the rule quoted above was to assure advance notice to a man occupying a temporary vacancy when the trainman permanently assigned was going to return to work.

The leave of absence clause providing that no such absence should exceed six months except in case of sickness or

34. Ibid, Rule 39.

disability was expanded to include "military service in cases of National Defense."³⁵ This addition was in response to the draft law which went into effect in 1940.

An entirely new rule governing absence from assignments and the exercise of seniority which was added in 1941 read as follows:

"An employe holding any permanent assignment, who is absent from such assignment for a period of not more than sixty (60) calendar days, for any cause, will retain full rights to such assignment and continue to hold rights thereto on his return. An employe holding any permanent assignment and absent therefrom for a period of more than sixty (60) calendar days, for any reason other than assessment of discipline by the Management, will thereupon forfeit his rights to such assignment, but will be considered a free agent with rights to displace any employe his junior on his return to service. Promotion to or demotion from a position as Conductor, has no effect upon the seniority date or service as a trainman of such employe. Such service as a trainman is subject only to his seniority as a trainman and the application of schedule rules for trainmen."³⁶

This rule did not mean that a man who applied for, and received, another assignment could hold rights to his former assignment. However, a trainman absent because of sickness, vacation, or called for other service would retain his rights to his first assignment if he returned to it within sixty days.

A new rule in the 1941 schedule required that when two trainmen employed on a passenger train had equal qualifications, the senior man would have his choice of working either as brakeman or flagman. The Division Superintendent and train conductor

35. Ibid, Rule 41.

36. Ibid, Rule 40.

were to be the judge of qualifications.

Combination brakemen-baggage-men continued to be assigned from the ranks of qualified passenger brakemen in 1941. In addition, however, such trainmen

"will be required to pass a satisfactory examination on combination service requirements by Superintendent or other designated officer before being qualified for such service. After having so qualified, they will thereafter be so designated on the Trainmen's roster. Trainmen disqualified for combination service will not again be examined on such qualifications within six months of the date of disqualification."³⁷

Under this rule, then, seniority was not enough. Trainmen desiring such positions also had to be qualified for the work and the requirements were determined by management.

The agreement of 1941 stated that train baggage-men could exercise their seniority as conductors without losing their seniority as baggage-men. However, those who exercised their seniority as brakemen when they could hold baggage service surrendered their seniority as baggage-men. Seniority districts for baggage-men were from St. Paul, Minnesota, to Havre, Montana, St. Paul, Minnesota, to Duluth, Minnesota, Duluth, Minnesota, to Grand Forks, North Dakota, and Havre, Montana, to Seattle, Washington.

Because the establishment of seniority districts had reserved to trainmen holding rights on each district the privilege of manning all trains operating over the district, some arrangement had to be made for trains which it would be more feasible to operate in two different districts with the same

37. Ibid, Rule 58.

crew. The following rule was made in 1941 to take care of this problem:

"Inter-divisional runs may be established as required, subject to proper equalization of mileage thereon between the employees affected on the different seniority districts. On regular assignments, the number of crews from each seniority district assigned to the run will be proportioned as nearly as possible in the same ratio as the miles of the assignment on their respective districts. Any inequality therein, and also unassigned, inter-divisional passenger service, will be equalized annually, commencing on June 1st of each year, unless otherwise agreed upon between Management and Employees on all seniority districts affected. Such equalization will be based upon the total number of passenger miles paid for, including overtime and terminal allowances.

"For unassigned inter-divisional passenger service, crews will be called as of the seniority district on which such service originates, and will handle train to next succeeding designated inter-divisional passenger terminal, or any intermediate point."³⁸

Designated terminals for unassigned inter-divisional passenger service were listed and it was provided that certain mileage would not be considered in the equalization of miles, as the following clause indicates:

"When an inter-divisional unassigned passenger run originates or terminates at an intermediate point on the same seniority district as either the first or the last regular designated inter-divisional passenger terminal, such initial or final movement between intermediate point and regular designated inter-divisional passenger terminal is local to that seniority district and will not be included in inter-divisional equalization."³⁹

38. Schedule for Trainmen, 1941, Rule 66.

39. Ibid.

If there was to be a return movement in the reverse direction, the company could hold over the incoming crew at any terminal for the return movement, and the crew so held would stand first-out for such return movement. During the first twenty-four hours so held, the crew would be paid under the alimony rule applicable to freight service. After the first twenty-four hours, the intermediate tie-up rule was to apply and the crew would automatically go on duty after the expiration of eight hours. Crews were not to be held in excess of forty-eight hours unless there were no other qualified passenger crews available for the return movement. Payments made for being held at a terminal in this way were to be included in the equalization of miles. However, certain designated short over-laps to reach a regular terminal for divisional service, such as Pacific Junction to Havre, Montana (five miles), were not to be considered an inter-divisional movement nor figured in equalization. It was further provided that, "Regularly assigned inter-divisional passenger runs will be bulletined and assigned for a minimum period of service of fifteen (15) days."⁴⁰ This rule completed the process of dividing the work among the trainmen employed. Seniority districts had been established on which trainmen holding seniority had the right to work. It was recognized that not all runs terminated at the boundary line of a seniority district, so some runs necessitated trainmen from one district

⁴⁰. Ibid.

making mileage on another district. Since the men holding rights on the second district were entitled to all the work on their district, they were compensated by being allowed to work an equal number of miles on the district of those who worked on their district without holding rights on it; i.e., they equalized mileage. If, for example, a Kalispell Division crew runs 100 miles on the Butte Division, then a Butte Division crew is entitled to run 100 miles on the Kalispell Division. The rule covers not only miles run, but also payments for overtime, deadheading, and the like.

The development of rules concerning seniority and its application to the filling of vacancies and promotions to higher paid or more desirable positions has been a two-fold program. The first part involved transferring authority from management to the men concerned. Originally, management made decisions concerning who was promoted, who was assigned to each run and where each trainman worked. As the principle of seniority was recognized and became well-established, such decisions were at least partially taken out of the hands of management. At this same time, the second phase of this development manifested itself. It involved settling questions of who worked and on which runs they worked by referring such matters to seniority standing. In a sense, this was leaving the decisions to the trainmen themselves while they in turn decided the questions on the basis of seniority. Seniority, then, governs relations among the trainmen and between them and the management.

Whether or not this development has benefitted the railroad company is difficult to determine. At any rate, very little complaint is heard nowadays from management on this score. Either management has resigned itself to the inevitable as a necessary evil, or it has found that seniority is, on the whole, a good thing.

So far as the trainmen themselves are concerned, the only brakeman who voices much objection to seniority is the man who is last on the seniority roster. Not all will say that it is perfect, but they compare it quite favorably with the alternative, which would involve all decisions being made by management. This, as experience has shown, results in prejudice and favoritism. Most railroad men say: "Seniority isn't perfect, but it's the best system we have had yet."

CHAPTER VII
MISCELLANEOUS RULES

All of the agreements made between the Brotherhood of Railroad Trainmen and the Great Northern Railway contain some rules which have not been discussed in the preceding chapters because they did not appear to belong in any of the categories covered thus far. A lack of specific classification results in such rules being referred to as "miscellaneous."

In this category, the 1906 agreement contained several rules which were of some significance. The first, which concerned doubleheading, read as follows:

"It is therefore mutually agreed that on the Company's lines, west of Havre, the ratio of helper and double-header mileage to the total freight train mileage of the system shall not during any period of two months exceed two and three-tenths per cent, and that on the Company's lines, east of Havre, the ratio of helper and double-header mileage to the total freight train mileage of the system shall not during any period of two months exceed one-half of one per cent."¹

Because the use of two engines on one train makes possible hauling greater tonnage, the trainmen wanted to limit the practice in order to preserve their jobs. With some minor variations, this same rule is found in every agreement since 1906. With the coming of more powerful locomotives, however, it has begun to lose its importance. Nowadays, maximum tonnage is limited not by restrictions on doubleheading but by the length of the train, which in turn is limited by the size of sidetracks which are available between terminals. If, for example, most of the sidings (used for meeting and passing

1. Schedule for Employees in Train Service, 1906, Rule 47.

other trains) between two terminals are one mile long, then it is not practicable to haul trains greater than one mile in length.

The 1906 schedule also made provision for disciplinary procedure. It was agreed that no trainman would be taken out of service without just cause and a fair and impartial hearing, at which he could be present and be represented by any disinterested employee of his choice. Such a hearing could be waived, but it was the duty of the superintendents to hold investigations without unnecessary delay. Decisions were to be given trainmen in writing and the right of appeal to higher officials was conceded. Trainmen who were discharged and then returned to duty were to hold their former rights provided they were reinstated within six months, unless their case was pending in the hands of the adjustment committee.

The agreement of 1907 made no changes in miscellaneous rules but by 1912 a number of changes had been made. For example, the 1906 schedule had provided that passenger trainmen would not be required to couple or uncouple air or steam hose at main line terminals "where carmen are on duty."² This was changed in 1912 to read "where carmen are employed."³ This meant that trainmen could not be required to do such work at terminals where carmen were employed, whether they were on duty or not. Small changes of this sort have eliminated much extra work for trainmen as their agreements have developed since 1906.

2. Ibid, Rule 21.

3. Schedule for Employes in Train Service, 1912, Rule 6.

Trainmen ordinarily want the caboose of their train put on the caboose track as soon as they arrive in the yards. On the other hand, yardmasters and yard crews are inclined to dispose of the caboose as they switch the train--which may be immediately or several hours later. The 1906 schedule had attempted to handle this problem by stating that cabooses would be "assigned to caboose tracks as soon as practicable."⁴ Evidently this left too much to the discretion of the yardmaster, as the following is found in Rule 30 of the 1912 agreement:

"Yard and road men must not switch trains with cabooses attached. Cabooses must not be handled by switch engines except to put them on trains after they are made up or take them off after arrival at terminals. When crews are released at terminals, unless yard crew can place caboose on caboose track within an hour, trainmen will be advised to put away their own caboose."

The significance of this rule will be appreciated when it is realized that, particularly in the past, it was the practice of trainmen to live in their caboose when at a terminal away from home. Since no cooking or sleeping was possible in a caboose which was being switched throughout the yards with other cars, trainmen were particularly interested in getting their caboose on the caboose track at the earliest possible moment. To them, that meant immediately. To the yardmaster, "as soon as practicable" might mean after the entire train had been switched.

Another improvement made in the working conditions of trainmen by the agreement of 1912 is found in the rule which

4. Schedule for Employees in Train Service, 1906, Rule 30.

allowed them to eat as nearly as possible at the expiration of every six hours, provided they notified the train dispatcher. If they were absent from duty not over thirty minutes, they received continuous time. Passenger, symbol, stock and fruit trains were not to be delayed by trainmen taking advantage of this privilege.

Rule 33 of the 1906 agreement had provided that at main line terminals trainmen living within one mile of the register office would be called, such call being given as nearly as possible one hour in advance of the time required to report for work. This was changed in 1912 so that trainmen having telephones would be called by phone regardless of the distance of their homes from the register office. It was further provided that, "When the location of a yard office or a passenger station at a terminal is changed, trainmen residing within a mile limit at the time of the change will be considered as within the calling limit."⁵

Investigation procedure in disciplinary cases was also revised in 1912 in such a way that it left less to the discretion of the superintendent and put the union in a stronger position to help trainmen subject to investigation. The new rule read as follows:

"Trainmen charged with offences involving suspension or discharge will be advised the nature of such offence, and no trainmen will be discharged, suspended or given record suspension without full investigation within five days by Superintendent, or other designated officer, at which investigation all parties interested will be notified to be present and at which any trainman under investigation may be represented by the Local or General

5. Schedule for Employees in Train Service, 1912, Rule 33.

Chairman of the O.R.C. or B. of R.T. and both will be present and hear all evidence submitted at investigation if they so desire. If trainman is not satisfied with decision, he will have the right to appeal to the next higher officer, continuing such appeal, if desired, until it reaches the General Manager, whose decision shall be final. If trainman is found blameless, he shall be immediately reinstated and paid for time lost at his regular rates for each calendar day."⁶

This represented a substantial improvement over the procedure required under previous schedules, which had merely stated that trainmen were entitled to a fair hearing which should be held without delay by the superintendent. The new rule indicated more clearly when an investigation should be held, speeded up the process, specifically stated that the trainman could be represented by the union, made more specific the right of appeal, and provided for reimbursement of an innocent trainman held off his job for investigation.

Formerly, trainmen who were discharged and returned to duty held their former rights if they were reinstated in six months, unless their case was pending "in the hands of the adjustment committee."⁷ The 1912 agreement changed this to read "unless the case is pending in the hands of the committee of O.R.C. or B. of R.T., in which case an additional six months will be granted."⁸ All cases were automatically closed at the expiration of one year.

6. Schedule for Employees in Train Service, 1912, Rule 42.

7. Schedule for Employees in Train Service, 1907, Rule 43.

8. Schedule for Employees in Train Service, 1912, Rule 43.

The 1906 schedule had required that service letters be furnished trainmen leaving the service. Under the 1912 agreement, such letters did not have to be furnished unless they were requested in writing. An improvement for new employees was the clause stating that those trainmen who had remained in the service ninety days would be considered permanently employed and could not be dismissed on account of unsatisfactory references.

While the 1906 agreement had provided that misunderstandings over the meaning of rules should be ironed out in conference between the General Manager and General Committee, the 1912 schedule merely stated that when the General Manager made an interpretation as to the intent of a rule, a copy of such interpretation should be furnished the General Chairman of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen.

The 1912 schedule also provided that, "The terms of agreements made at Chicago, effective April, 1907, and April 1, 1908, are hereby re-affirmed and made a part of this schedule." The agreements referred to were made between a group of railroads, of which the Great Northern was one, and the union representatives of the trainmen, conductors, engineers and firemen. The agreements effective April 1, 1907 concerned pay increases, overtime rates and the length of the work-day. The agreement effective April 1, 1908 was concerned with road crews tied up between terminals in compliance with legal restrictions on the number of hours per day which

the men could work. This was a result of the passage of the Hours of Service Act of 1907 which provided that no employee in train service should be on duty over sixteen hours in any twenty-four hour period.

Neither the 1924 nor the 1929 agreement contained any important changes in the miscellaneous rules. By 1941, however, there was a considerable elaboration of rules concerning disciplinary procedure and the settlement of grievances.

Time limits were placed on actions by officials so that investigations would be made promptly and the employee notified "in writing of such decision, within twenty (20) calendar days after completion of investigation, but no employee will be held from service awaiting decision in excess of ten days."⁹ Investigations were required to be held, so far as possible, at the home terminal of the employees involved and cause employees a minimum loss of time and rest. An employee could be held out of service pending investigation but if discipline were assessed the period so held out of service could not be included in the disciplinary period. An investigation could be postponed by either the company or employees in order to secure the presence of witnesses or representatives, but in any case the investigation had to be held within thirty days of the date of notice--such notice to be given within five days after the superintendent or other official learned of any action necessitating investigation. It was further provided that,

9. Schedule for Trainmen, 1941, Rule 47.

"If decision results in suspension or dismissal, it shall become effective as promptly as necessary relief can be furnished, but in no case more than five (5) calendar days after notice of such decision to the employee. If not effected within five (5) calendar days, or if employee is called back to service prior to completion of suspension period, any unserved portion of the suspension period shall be cancelled."¹⁰

Any employee dissatisfied with a decision could appeal it to the next higher officer, "providing written notice is made to such officer, and a copy furnished to the officer whose decision is appealed, within forty-five (45) days of the date of advice of decision."¹¹ Further appeal could be made to higher officials in the same manner up to and including the highest official designated by the company to whom appeals could be made. This did not end the case, however, because, "If decision of the highest designated official is unsatisfactory, appeal may be had to the National Railroad Adjustment Board, or other similar tribunal, under the provisions of the Railway Labor Act."¹²

If the investigation revealed that the employee was free of responsibility, or if his appeal from an adverse decision met with success, his record was to be cleared and he was to be reimbursed for all time lost due to being held from service because of the investigation. A transcript was to be made of all investigations, with a copy being furnished to the employee involved upon his request or that of his representative.

10. Schedule for Trainmen, 1941, Rule 48.

11. Ibid, Rule 49.

12. Ibid.

Under the terms of the 1941 agreement, any employee who considered himself unjustly treated could, "within five (5) calendar days of the cause of such complaint, file written request with his appropriate supervising officer, for an investigation" of the circumstances surrounding such complaint.¹³ The investigation and any appeals from its decision would follow the same procedure as established for disciplinary cases. This meant that investigation machinery was available to anyone who wanted to use it, not just to the management. Grievances between trainmen or between a trainman and a conductor, for example, could be settled in this way.

The 1941 schedule provided that if time claimed by a trainman was not allowed, he was to be notified in writing and the reason for non-payment given. Claims regarding improper payment had to be made within thirty days of the date payment was made to the employee. Thus, a trainman was in a position to have any errors in his pay-check adjusted but the company was protected from having to make such adjustments over any extended period of time.

The question of who was responsible for supplying pooled cabooses was settled by requiring that "they will be fully supplied and cleaned at initial terminal for their entire run."¹⁴ In addition, the rule on handling of cabooses at terminals was modified by stating that they should be "placed on caboose track with reasonable promptness after arrival at

13. Ibid, Rule 52.

14. Ibid, Rule 86.

terminal, particularly where trainmen use them for change of clothing or sleeping."¹⁵ Evidently the requirement in previous schedules that trainmen should put away their own cabooses if yardmen could not do so within an hour had proved to be unworkable. At any rate, this problem was not as important in 1941 as it had been in years past on the Great Northern because very few crews were still using their cabooses for cooking and sleeping.

A special article in the 1941 agreement was devoted to miscellaneous rules, including those on the number of men to be employed, time off for eating, fines, passes, supplying of electric lanterns, doubleheading and interpretations. As in other schedules, the provision for time off to eat after six hours on duty stated that passenger, symbol, stock and fruit trains were not to be delayed but added that "trainmen who handle local stock pickups in conjunction with other regular local work will be given not to exceed thirty minutes to eat on the road when they are on duty in excess of six hours."¹⁶ The only entirely new rule in this article stated that the company must furnish electric lanterns and renewal parts for them when their use was required.

With the exception of rules governing doubleheading, disciplinary procedure and grievance procedure, the development of most miscellaneous rules appears to be concerned with such picayunish details as who shall put a jug of water in the caboose cooler, who shall couple up air and steam hoses,

15. Ibid, Rule 88.

16. Ibid, Rule 90.

et cetera. However, a brakeman's job, like many other jobs, is made up primarily of small, seemingly insignificant details. Put them all together and they make either a good job or a poor job. Must the brakeman buy his own lantern and batteries, or are they furnished by the company? Is the caboose supplied by carmen with all necessary equipment and supplies, or must the brakeman take care of it? May the train crew stop after six hours for a warm meal or must it go on for sixteen hours? Are the air hoses of the 100-car train coupled up or must the brakemen do it? Individually, these are small questions but collectively they are a matter of great importance to the average brakeman.

CHAPTER VIII

CONCLUSION

Hours. In the early days of railroading, there was no such thing as a basic day. Men were paid on a piece-work basis in road service and the time required did not matter. In the early part of the present century, it was not uncommon for trainmen to be on duty from twenty-four to thirty-six hours, and sixteen hours was regarded as a minimum. In 1904 an investigation of a collision on one railroad revealed that the crew had been on duty fifty-nine consecutive hours.¹ The establishment of a basic day was a step in the direction of correcting this situation. When a basic day of ten hours was established and trainmen were paid on an hourly basis for time on duty after ten hours, it became costly to keep them on duty for excessively long periods of time. However, despite the penalty of overtime pay rates it was not until the passage of the Hours of Service Act of 1907 that any real limit was put on the length of time trainmen could be held on duty.² That act limited the trainmen's day to a maximum of sixteen hours.

The basic day on the Great Northern Railway remained ten hours until the enactment of the Adamson Act of 1916, which established eight hours as the basic day. Previous to this statute, overtime had been paid on a pro-rata basis but with the coming of the eight-hour day the principle of

1. Editorial, "Asleep at His Post", Outlook, Vol. 83 (July 21, 1906) pp. 656 ff.

2. 59th U. S. Congress, Sess. II, Vol. 34, Part 1, Chap. 2939, Public, No. 274 (1907).

a higher rate of pay for overtime became effective. Such a combination did not mean that trainmen worked only eight hours per day but it did compensate them for overtime in a way that made it desirable for management to avoid keeping the men on duty any longer than was necessary.

Wages. Increases in pay rates from 1906 to 1941 for brakemen are impressive. In 1906 the lowest pay classification in passenger work was \$67.50 per month and in freight service it was \$2.33 per 100 miles or ten hour day. By 1941 similar passenger work was paid at the rate of \$163.50 per month and the lowest rate for brakemen in freight service was \$5.59 per 100 miles or eight hour day. Increases in basic pay rates do not tell the whole story, however, as during this same period trainmen benefitted financially from rules changes in regard to when higher class pay rates would be applied as well as extra payment for extra work performed. Time and one-half for overtime, pay while deadheading on company business, pay while tied up between terminals, the guarantee of a day's pay for every day held on another district--all these requirements not only helped to improve working conditions but added materially to the take-home pay actually received by trainmen.³

The held-away-from-home-terminal, or alimony, rule is a good example of the advancement made during this period. Previously, trainmen were paid only while on duty and might be

3. For example, one author points out that an investigation made under the direction of the Federal Co-ordinator of Transportation indicated that in March, 1934, arbitraries (payment for deadheading, switching, delays, et cetera) amounted to approximately two per cent of the train and engine service pay roll on Class I railroads. Taft, Philip, Economics and Problems of Labor, p. 751.

required to spend several days at a distant terminal waiting for a call to return home. During such time, they would not be working and would receive no pay but still had to undergo the expense of maintaining themselves away from their home terminal and available for work at any time. The alimony rule of the 1924 agreement was a step in the direction of improving this situation by providing that such trainmen would go on duty automatically upon the expiration of sixteen hours after arrival at the distant terminal and, if not called within twenty-four hours of arrival time, the trainmen received one day's pay.

Less work required. Actual work required of trainmen has been reduced either by outright prohibition of certain tasks or by requiring that extra payment be made for certain work. Trainmen may not be required to handle cables, "sideboards", "aprons" or "dirt dozers" and do not have to service cabooses at terminals. The practice of having every crew on the road perform local work has been eliminated by agreeing that such work should be reserved for local freight crews and requiring that an entire trip be paid at the highest rate of any class of service performed on that trip.

Seniority. One of the greatest gains made by the Brotherhood of Railroad Trainmen is the firm establishment of seniority. Conditions regarding promotion and transfer, before the recognition of the principle of seniority, are described by one author as follows:

"In the promotion of men, merit was ostensibly the standard; but while it was observed in the great majority of cases, the service was permeated by the evils of favoritism. In many cases

subordinate officials were swayed by family, political, religious, or other considerations. In frequent changes of officials it was not uncommon for the new official to bring with him a number of engineers, conductors, or other employees, who, he believed, would be of special service to him, but who seldom were any better workmen than those displaced."⁴

Such favoritism would be impossible today. Now the railroad man's job and right to work approaches being a property right. Men hold their jobs in accordance with their seniority and if they are not called for work in their proper turn they are entitled to compensation. Since no two jobs on any seniority district are alike, regular runs are filled by "bulletining" vacancies and new positions and manning them with the senior applicants. Promotions are handled in the same manner in the filling of quotas for train baggage-men and conductors. Applicants are given thorough examinations by railroad officials and qualified men are promoted in accordance with their seniority. These examinations enable the management to eliminate those who could not satisfactorily fill such positions but do not substitute merit for seniority. When two men pass the examination, the senior man is promoted.

Grievance procedure. In the event that any man thinks that he has been unjustly treated, he is privileged to file a complaint under the grievance procedure agreed upon. Such complaints may be against officials, supervisors or a fellow employee. Whatever the case may be, each complaint is subject to prompt investigation by the proper official and the

⁴ L. Cunningham, William J., "Brotherhoods and Efficiency", Atlantic Monthly, Vol. 104 (September 1909), p. 291.

right to appeal any decision resulting from such investigation is recognized by both management and employees.

Relationship between the Great Northern and the Brotherhood of Railroad Trainmen. Working together in the Brotherhood of Railroad Trainmen, employees in train service have virtually revolutionized not only their working conditions but their status as individual workers. A trainman who has been in the service ninety days is considered to be a permanent employee and need have no fear of unjust treatment or arbitrary dismissal under any circumstances. An equalization of bargaining strength has replaced dictatorship with democracy.

What has been a gain to the Brotherhood of Railroad Trainmen, however, has not necessarily meant a loss to the Great Northern. Men are not hired through the union but much of their relationship with management is through the brotherhood. Disciplinary action is carried on through investigations held by the proper officials and attended by the accused trainman and representatives of the union. In many cases discipline problems may be solved before they become serious. A friendly conference between the local chairman of the brotherhood and the erring trainman may be sufficient.

Aid in discipline. In some instances trainmen who lose their jobs as a result of violating rules are re-hired at the request of the local chairman. From the point of view of the Great Northern, such re-hiring is not necessarily a poor policy as it enables the company to regain an experi-

enced employee. While most brakemen's jobs appear to be quite simple, many conductors regard a new man as a liability until he has had several years' experience. The local chairmen never ask for the reinstatement of a discharged trainman until he appears to have profitted by the experience of having lost his job. No request for reinstatement is considered by management after the expiration of one year unless the case has been pending in the hands of the local chairman. When every trainman who is discharged has a liberal opportunity to redeem himself, there is little chance for grievances to accumulate and result in a belief that fair treatment is not available. This system, coupled with seniority rights, makes possible a stable and well-satisfied working force.

Availability of trainmen. Because of the system of seniority, even those trainmen who have been temporarily laid off due to a force reduction keep in touch with their district trainmaster and are always available to return to work when they are needed. This means that after a slack period due to seasonal fluctuation in business, the railroad does not have to spend time and money recruiting and training trainmen but has experienced men ready for work.

Reduction of force. When business slows down and more men are working than are needed, the question of which men should work and which should be furloughed does not create a problem for management. By agreement with the Brotherhood of Railroad Trainmen, the number of brakemen employed is

kept reduced to a point where men in freight service run at least 3,000 miles per month. When that is not possible, some men must be "cut off." The last man hired, the man with the least seniority, is laid off first, and this procedure is followed until the force is so reduced that those still working are able to make 3,000 miles per month. The object is to give at least some of the men an adequate living instead of having so many working that none are able to survive. This system, of course, enhances the value of seniority.

Mutual benefits to both parties. Although it is undeniable that the trainmen have gained the most, the development of operating agreements between the Brotherhood of Railroad Trainmen and the Great Northern Railway has been of mutual benefit. What virtually amounts to a legal framework has been erected within which the parties may deal with each other. It is a combination of customs and innovations put in written form and subject to change or refinement upon request of either party. It governs not only the relationship between management and the union but also the trainmen working on the various seniority districts.

Living standards of trainmen. This development has aided in the transition of the average trainman from a "boomer" (itinerant railroader) to one of the prominent members of the working class. Improvements in working conditions and pay have resulted in a change in the character of the average trainman. His ability to raise his standard of living makes him a better customer for the businessmen of

his community. Naturally there are other factors, but the increasing wage levels of trainmen as well as other railroad workers is reflected in the prosperity of the towns which are terminal points along the route of the Great Northern.

Efficiency of railroad operation. Railroad trainmen have been an influence toward more efficient operation and the reduction of accidents. The very nature of the method of payment in road service is an incentive to get over the road as fast as possible and no one is more critical of an unnecessary delay along the way than the trainman himself. In three years of railroading, I did not see a train crew delay for the sake of overtime payment. On the contrary, I have seen them hurry when they could have made more money by taking their time.

Because of the dangerous character of the work, every trainman is extremely conscious of safety precautions for the sake of himself and that of his fellow workers. The railroad brotherhoods have consistently urged the adoption of the most modern safety appliances and practices.

Work stoppages. Although many strike votes have been taken in the course of negotiating for rules changes or wage increases, actual work stoppages have been kept at a minimum. During actual hostilities in World War II, there were no stoppages and the strike which occurred in May 1946 was effectively broken by President Truman. Because of the solidarity of the Brotherhood of Railroad Trainmen and the record of the Grand Lodge for dealing drastically with those

who break a contract and conduct an unauthorized work stoppage, there has never been such an occurrence on the Great Northern from 1906 to the present.⁵ During this period there were instances of unauthorized strikes by members of the brotherhood on other railroads but in each case the men were either persuaded to return to work or replaced by men from other lodges so that service could be resumed.⁶ For example:

"in July, 1906, several of the yard employees of the New York, New Haven, and Hartford Railroad Company organized a strike without following the organization laws governing such affairs and in violation of an agreement with the company. As soon as the strike was started, the general office of the Brotherhood of Railroad Trainmen, to which organization the men belonged, was notified that they had left the service in violation of their agreement. Officers of the organization at once went to the point of trouble and took up the work of reorganizing the service. They filled the vacated positions with the members of their own organization."⁷

When the employees of the Pacific Electric Company in southern California went out on strike in August 1919, trainmen, yardmen, and engineers on the Santa Fe and Southern Pacific in the southwest quit their jobs out of sympathy. A representative of the Brotherhood of Railroad Trainmen took charge of negotiations in Los Angeles and the sympathy strike lasted only ten days although the Pacific Electric strike was not settled until later.⁸

5. All local lodges of the Brotherhood of Railroad Trainmen on all railroads are chartered by the Grand Lodge. Locals of each railroad elect a General Chairman for their railway system and he represents them in the Grand Lodge.

6. McCaleb, Walter F., Brotherhood of Railroad Trainmen, p. 97.

7. Cease, D. L., "Organizations of Railway Employees", Outlook, Vol. 86 (July 6, 1907), p. 505.

8. McCaleb, op. cit., p. 97.

Some questions for the future. In connection with the Brotherhood of Railroad Trainmen as well as the other railroad unions, two questions may be raised. First, what is the effect of the union on the adjustment of wages during a period of declining economic activity? During the early 1930's, management was able to induce the workers to accept a temporary reduction in wages although the adjustment was made rather slowly. It became effective in 1932 and was fully restored by 1935. An increase was granted in 1937 but during the recession of 1938 the railroads were unable to put into effect a proposed fifteen per cent reduction in spite of the fact that revenues were declining and an increase in rates was not feasible. If "sticky" wage rates are a factor in economic maladjustment during a depression, what contribution do railroad unions make to the general welfare of the nation at such a time? On the other hand, is there any justification for accepting wage reductions so far as the union is concerned? The trainmen would rather divide up what work there is at a high wage than hope for more employment at a lower wage. They think that the demand for their services is somewhat inelastic and that the membership as a whole loses whenever a reduction in pay is effected.

A second question which may be raised is: will the railway unions force the railroads to price themselves out of the market? For many years the demand for rail service appeared to be inelastic and each increase in wages could be accompanied by an increase in railroad rates with the expectation that

revenues would increase sufficiently to offset the increased wage bill. Since World War I, and particularly after World War II, there were indications that such a procedure may no longer be feasible. Further increases in railroad rates may result in decreases in revenues rather than increases.⁹ If such is the case, the railroads will have reached a point where they are no longer able to shift increasing wage bills to the public. In the final analysis, then, the public will decide how high wages may be. When wages reach their uppermost limit, attempts to increase them further will result in fewer jobs for the workmen. As the railroads price themselves out of the market in response to wage demands, the brotherhoods are doing the same.

9. A recent news item says, "Like a doting grandfather who has fed the youngsters too much candy, the Interstate Commerce Commission was getting alarmed at its own generosity to U. S. railroads. Since war's end, it had given them six freight-rate boosts. Yet freight revenues were declining; in the first half of January, carloadings were 11.2% below last year. Last week, in its annual report to Congress, ICC guessed why. It thought that railroads might be pricing themselves out of business." Editorial, "Too Much Candy", Time, Vol. 53 (February 7, 1949), p. 80.

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